

Transportation Services Terms & Conditions

1. Shipping Orders.

- a. Any quote, proposal, offer, or order (each, a "Shipping Order") for the transportation and delivery of trailers or other equipment (collectively, "Equipment") by Hoover Transportation Services LLC ("Carrier"), including Equipment loaded with raw materials ("Commodities") is subject to acceptance by Carrier.
- b. Any Shipping Orders so accepted will be governed by these terms and conditions ("Terms and Conditions") and any additional terms agreed to in writing in the Shipping Order. These Terms and Conditions and any such additional terms collectively referred to herein as the "Contract" and Carrier and its customer for purposes of the Shipping Order ("Shipper") are each referred to herein as "Party" and collectively as the "Parties".

2. Transportation Services. Shipper will tender to Carrier, or cause to be tendered to Carrier, Equipment for transportation and delivery hereunder, as specified in a Shipping Order transmitted to Carrier in accordance with Section 6 hereof, and subject to these Terms and Conditions. Carrier shall pick up, transport, and deliver Equipment as arranged with Carrier by Shipper in accordance with these Terms and Conditions and the written shipping instructions provided by Shipper. In connection therewith and as a part of such transportation hereunder, Carrier shall, if and as requested by Shipper, and agreed by Carrier: (a) pick up loaded Shipper's Equipment at Shipper's facilities or designated areas that serve such facilities, and (b) deliver Commodities in Shipper's Equipment to destinations as directed by Shipper.

3. Non-Exclusive. The parties agree that these Terms and Conditions are non-exclusive, and that, except as agreed in a Contract, Shipper is not obligated to tender to Carrier any minimum quantities or number of shipments, nor shall Carrier be obligated to accept any fixed or minimum number of shipments by Shipper.

4. Rates and Compensation. As full compensation for the transportation and other services provided by Carrier pursuant to a Contract, Shipper shall pay Carrier in accordance with the Carrier's standard rates and charges at the time of shipment confirmation, unless an alternative rate was quoted by Carrier in writing in connection with the shipment confirmation.

5. Performance by the Parties. Carrier will provide lawful and responsible transportation services to Shipper. Carrier shall use commercially reasonable efforts to comply with reasonable service requirements notified to Carrier by Shipper in writing; provided that any such requirements shall be advisory only and not form a part of a Contract unless mutually agreed by the Parties in writing. Shipper will provide safe, secure, and clearly demarcated locations for the pick-up and delivery of Equipment.

6. Freight Documentation. For each shipment, Shipper shall generate a bill of lading, waybill and any other similar documents which shall be signed by Carrier and the consignee or consignees. Carrier shall provide Shipper with proof of delivery (POD) or any other supporting shipment documentation (i.e., additional charges) following delivery hereunder. These Terms and Conditions will prevail over any inconsistent provision in any shipment confirmation, receipt, or bill of lading.

7. Carrier's Representations and Warranties. Carrier shall, at its sole cost and expense, furnish tractors (each, a "Vehicle") for transporting Shipper's Equipment hereunder, and all fuel, oil, tires, and other parts, supplies and material reasonably necessary for the operation of the Vehicle. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CARRIER MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS, OR IMPLIED, AS TO THE SERVICES (INCLUDING ANY EQUIPMENT OR TECHNOLOGY PROVIDED THEREWITH) AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ASSOCIATED WITH THE SERVICES (INCLUDING ANY EQUIPMENT OR TECHNOLOGY PROVIDED THEREWITH), AND SHIPPER WAIVES THE SAME.

8. Authority and Compliance.

- a. Carrier, at its sole cost and expense, shall procure and maintain in effect all licenses, permits and other authorizations as may be required by U.S., state, and local authorities, including, without limitation, the Department of Transportation, with respect to the transportation services rendered hereunder, and shall comply with all laws, rules, and regulations

pertaining thereto including, without limitation, those pertaining to the carriage and transportation of hazardous materials, substances and wastes.

- b. Shipper, at its sole cost and expense, shall procure and maintain in effect all licenses, permits and other authorizations as may be required by U.S., state, and local authorities, including, without limitation, the Department of Transportation, with respect to the Equipment and the Commodities, and shall comply with all laws, rules and regulations pertaining thereto. Shipper shall identify the Commodities that are loaded in the Equipment including all appropriate paperwork, bills of lading, required hazardous material identification and other required information, and ensure that the Equipment is suitable for the safe transportation of such Commodities and has been labeled and placarded appropriately.
9. **Billing and Payment.** Carrier shall furnish Shipper with invoices for services rendered hereunder. Shipper shall make payment fifteen (15) days after receipt of such invoice. No offsets may be taken against invoiced charges. Any legal claims arising from freight-charge disputes pursuant to this section must be brought by a party against the other party within six (6) months from the date such claim arises. Requests for billing adjustments to originally issued invoices for alleged undercharges, from the Carrier, or alleged overcharges, from Shipper, respectively, must be received within six (6) months of the date of the original invoice or such adjustments shall be considered null and void. Carrier may assess a service charge of 5% per month (or the highest lawful rate, if less) for any late payments, and will be entitled to reimbursement by Shipper of any costs incurred with collecting late payments, including reasonable attorney's fees.
10. **Cancellation.** Once a Shipping Order has been accepted, it may not be cancelled without payment of a cancellation charge in accordance with the Carrier's standard rates and charges at the time of shipment confirmation.
11. **Independent Contractor; Carrier Personnel.** Carrier shall perform all services hereunder as an independent contractor and shall have exclusive control and direction of the persons operating the Vehicle and otherwise engaged in providing transportation and other such services hereunder. Carrier shall have exclusive liability for the payment of local, state, and federal payroll taxes and contributions and taxes for unemployment insurance, workmen's compensation, old age pensions, and other social security and related protection with respect to the persons engaged in the performance of such services. Carrier shall comply with all applicable laws, rules and regulations pertaining thereto.

12. Indemnity.

- a. TO THE EXTENT CARRIER IS PROVIDING SERVICES FOR SHIPPER AT AN OILFIELD LOCATION, THE FOLLOWING TERMS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW:
 - i. CARRIER SHALL PROTECT, INDEMNIFY, SAVE AND HOLD SHIPPER AND ITS AFFILIATES, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST:
 1. ANY AND ALL CLAIMS AND LIABILITIES, INCLUDING COSTS AND EXPENSES, FOR BODILY INJURY TO, OR DEATH OF THE EMPLOYEES, DIRECTORS, OFFICERS, AND AGENTS OF CARRIER, ITS AFFILIATES, OR ITS SUBCONTRACTORS (INCLUDING CLAIMS AND LIABILITIES FOR CARE OR LOSS OF SERVICES IN CONNECTION WITH ANY BODILY INJURY OR DEATH); AND
 2. ANY AND ALL CLAIMS AND LIABILITIES, INCLUDING COSTS AND EXPENSES, FOR LOSS OF DESTRUCTION OF OR DAMAGE TO ANY PROPERTY BELONGING TO CARRIER, ITS AFFILIATES OR SUBCONTRACTORS.
 - ii. SHIPPER SHALL PROTECT, INDEMNIFY, SAVE AND HOLD CARRIER AND ITS AFFILIATES, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST:
 1. ANY AND ALL CLAIMS AND LIABILITIES, INCLUDING COSTS AND EXPENSES, FOR BODILY INJURY TO, OR DEATH OF THE EMPLOYEES, DIRECTORS, OFFICERS, AND AGENTS OF SHIPPER, ITS AFFILIATES, OR ITS SUBCONTRACTORS (INCLUDING CLAIMS AND LIABILITIES FOR CARE OR LOSS OF SERVICES IN CONNECTION WITH ANY BODILY INJURY OR DEATH); AND
 2. ANY AND ALL CLAIMS AND LIABILITIES, INCLUDING COSTS AND EXPENSES, FOR LOSS OF DESTRUCTION OF OR DAMAGE TO ANY PROPERTY BELONGING TO SHIPPER, ITS AFFILIATES OR SUBCONTRACTOR, INCLUDING THE EQUIPMENT AND THE COMMODITIES.
- b. WHILE SHIPPER IS PERFORMING SERVICES FOR CARRIER AT ANY LOCATION EXCEPT AS PROVIDED IN SECTION 12(A):
 - iii. CARRIER SHALL DEFEND, INDEMNIFY AND HOLD SHIPPER AND ITS AFFILIATES, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, FINES, PENALTIES, PAYMENTS

- COSTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE LEGAL FEES) CAUSED BY OR RESULTING FROM (A) THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CARRIER OR ITS AFFILIATES, EMPLOYEES OR AGENTS, OR (B) CARRIER'S OR ITS AFFILIATES', EMPLOYEES' OR AGENTS' VIOLATION OF APPLICABLE LAW OR REGULATIONS.
- iv. SHIPPER SHALL DEFEND, INDEMNIFY AND HOLD CARRIER AND ITS AFFILIATES, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, FINES, PENALTIES, PAYMENTS COSTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE LEGAL FEES) CAUSED BY OR RESULTING FROM (A) THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF SHIPPER OR ITS AFFILIATES, EMPLOYEES OR AGENTS, OR (B) SHIPPER'S OR ITS AFFILIATES', EMPLOYEES' OR AGENTS' VIOLATION OF APPLICABLE LAW OR REGULATIONS.
 - v. IN THE EVENT SUCH CLAIMS, LIABILITIES, LOSSES, DAMAGES, FINES, PENALTIES, PAYMENTS COSTS, AND EXPENSES ARE CAUSED BY THE JOINT AND CONCURRENT NEGLIGENCE OF THE PARTIES, OR THE PARTIES AND A THIRD PARTY, THE INDEMNITY OBLIGATIONS FOR SUCH CLAIMS, LIABILITIES, LOSSES, DAMAGES, FINES, PENALTIES, PAYMENTS COSTS, AND EXPENSES SHALL BE BORNE BY EACH PARTY IN PROPORTION TO ITS DEGREE OF FAULT.
- c. TO THE EXTENT THIS SECTION CONTAINS AN INDEMNITY OBLIGATION THAT IS UNENFORCEABLE UNDER APPLICABLE LAW, THEN, BUT ONLY IN SUCH EVENT, THIS SECTION SHALL BE MODIFIED, READ, CONSTRUED, AND ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW, AND ANY OBLIGATION THAT IS ENFORCEABLE SHALL REMAIN IN FULL FORCE AND EFFECT AND BE BINDING ON THE PARTIES TO THIS CONTRACT AND UPON ANY PARTY WITH AN INDEMNITY OBLIGATION BY REASON OF THIS CONTRACT.
 - d. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR SPECIAL DAMAGES WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.
 - e. THE PARTIES INTEND THE INDEMNIFICATION SET FORTH IN THIS SECTION 12 TO APPLY REGARDLESS OF WHETHER THE CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE INDEMNITOR OR ANY INDEMNIFIED PARTY. TO SUPPORT THE INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN, EACH PARTY AGREES TO CARRY SUPPORTING INSURANCE NOT LESS THAN THE AMOUNTS AND TYPES AS SPECIFIED IN SECTION 12.

13. Insurance.

- a. **Carrier Requirements:** During the term of any Contract, Carrier shall maintain the following insurance coverage (which coverage will be evidenced by a certificate of insurance or other satisfactory evidence):
 - i. Workers' Compensation Insurance in accordance with the laws of the state(s) where the work or services are to be performed. Carriers and all sub-contractors of any tier must be subscribers to statutory Workers' Compensation Insurance.
 - ii. Comprehensive/Commercial General Liability insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury, including death, and property damage.
 - iii. Automobile Liability insurance covering owned, non-owned, and hired automotive equipment, in an amount equal to that which is required by the applicable United States Department of Transportation regulations, as those regulations may from time-to-time be amended but not less than \$1,000,000 combined single limit per occurrence covering bodily injury, including death, and property damage suffered by third party persons resulting from the carrier's services or the use or operation of its commercial motor vehicles.
 - iv. Excess Liability coverage over the required Commercial General Liability and Automobile Liability policies in an amount of \$5,000,000 per occurrence.
 - v. Cargo Insurance with limits of \$100,000 per shipment, or the actual cash value of the shipment, whichever is less.
- b. **Shipper Requirements:** During the term of any Contract, Shipper shall maintain the following insurance coverage (which coverage will be evidenced by a certificate of insurance or other satisfactory evidence):
 - i. Comprehensive/Commercial General Liability insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury, including death, and property damage.

- ii. Excess Liability coverage over the required Commercial General Liability policy in an amount of \$5,000,000 per occurrence.
 - c. **Waiver of Subrogation:** All of Carrier's insurance policies required hereunder shall be endorsed to contain a waiver on the part of the insurer, by subrogation or otherwise, of all rights against Shipper and its affiliates, employees, and agents, but only for, and to the extent of, the insured risks and liabilities assumed by Carrier under this Contract. All of Shipper's insurance policies required hereunder shall be endorsed to contain a waiver on the part of the insurer, by subrogation or otherwise, of all rights against Carrier and its affiliates, employees, and agents, but only for, and to the extent of, the extent of the insured risks and liabilities assumed by Shipper under this Contract.
 - d. **Primary and Noncontributory.** All of Carrier's insurance policies required hereunder shall be primary (and shall receive no contribution from) any insurance or self-insurance in favor of Shipper, but only for, and to the extent of, the insured risks and liabilities assumed by Carrier under this Contract. All of Shipper's insurance policies hereunder shall be primary (and receive no contribution from) any insurance or self-insurance in favor of Carrier, but only for, and to the extent of, the insured risks and liabilities assumed by Shipper under this Contract.
 - e. **Additional Insured.** All of Carrier's insurance policies required hereunder, excluding Worker's Compensation, shall be endorsed to name Shipper and its affiliates, employees and agents, as additional insured, but only for, and to the extent of, the insured risks and liabilities assumed by Carrier under this Contract. All of Shipper's insurance policies required hereunder shall be endorsed to name Carrier and its affiliates, employees and agents, as additional insured, but only for, and to the extent of, the insured risks and liabilities assumed by Shipper under this Contract.
14. **Loss or Damage.** Ownership of and title to the Commodities shall remain at all times with Shipper. Carrier shall be liable to Shipper for loss or damage to the Commodities under this Contract pursuant to the provisions of the Carmack Amendment (49 U.S.C. § 14706), as modified hereunder and excluding any common law exceptions to loss or damage recognized thereunder. All claims for cargo loss or damage to the Commodities under this Contract filed by Shipper shall be processed in accordance with the provisions of 49 C.F.R. § 370, as modified hereunder. Shipper claims for loss or damage to the Commodities must be filed with Carrier within nine (9) months of the day such loss or damage is discovered by Shipper. Carrier shall acknowledge receipt of any claim for loss or damage to the Commodities submitted by Shipper within thirty (30) days after the date of its receipt by Carrier. Carrier shall then pay, decline, or make a firm compromise settlement offer regarding any such claim within ninety (90) days after Carrier's receipt thereof. Carrier shall be liable to Shipper for loss or damage to the Commodities while in the sole custody, possession and control of Carrier and resulting from Carrier's performance of services hereunder to the extent of its negligence, in an amount equal to the lesser of (a) Shipper's full actual cash value (i.e., invoice value) of the Commodities so lost or damaged, and (b) the amount of cargo insurance provided by Carrier under Section 12; provided, however, that Carrier will not be liable to Shipper, and Shipper shall be liable to Carrier, to the extent the loss or damages arises out of or is caused by the sole or concurrent negligence, willful misconduct or breach of this Contract of, or by, Shipper or its employees, agents, subcontractors, or independent contractors, including any failure of Shipper to maintain the Equipment consistent with industry best practices or any incompatibility of the Commodities and the Equipment. Shipper actions at law regarding cargo claims for loss or damage must be filed within two (2) years from the date Carrier provides Shipper with written notice of the disallowance of all or part of a claim.
15. **Trailer Interchange.** The terms of Exhibit A hereto will apply to any interchange of Shipper-owned, leased, or controlled Equipment or other trailers.
16. **Sealed Shipment.** As Shipper will load and seal the Commodities in the Equipment, Carrier will not be liable for shortages or any damage to the Commodities except when proximately caused by independent action of Carrier. Carrier may break the seal if, upon Carrier's determination, it becomes reasonably necessary to do so to comply with federal, state, municipal or provincial laws, rules, and regulations. Shipper's consignee may not refuse delivery of a shipment solely because the seal on Equipment is broken.
17. **Hazardous Materials.** In the event a Commodity is a hazardous material, as defined in the Hazardous Materials Transportation Act ("Hazardous Material"), Shipper shall notify Carrier in advance and Shipper will provide a copy of the Safety Data Sheet for such material. Carrier and Shipper certify that they are familiar with U.S. laws and regulations applicable to transportation of Hazardous Materials and that they will comply with all such laws and regulations.

18. **Force Majeure.** Neither party hereto shall be liable to the other for failure of performance hereunder if caused by strike, riot, war, act of God, pandemic (including COVID-19), governmental order or regulation, or other circumstance beyond the reasonable control of such party; provided, however, that nothing herein shall relieve either party from its responsibilities hereunder with respect to payment, indemnity, insurance and loss or damage.
19. **Non-disclosure.** During the term of this Contract and for a period of two (2) years thereafter, a party receiving confidential information from another party hereunder (the "Receiving Party") shall maintain in strict confidence and not use, except for purposes of this Contract, or disclose to any persons and entities, other than on a confidential basis as required for purposes of this Contract to its subsidiaries, affiliates, employees, agents and auditors, any such confidential information disclosed to the Receiving Party by the other party or otherwise pertaining to the agreement of the parties hereunder.
20. **Audit.** Carrier agrees to retain its records maintained in the ordinary course relating to performance hereunder for at least two (2) years thereafter (or for such longer period as may be required by any applicable law or government regulation) and to make the same available upon request without charge to auditors designated by Shipper during reasonable business hours; provided, however, Shipper shall not have the right to audit Carrier's privileged records, trade secrets or proprietary information and any such audit shall be at Shipper's expense and may occur no more frequently than once every twelve (12) months.
21. **Notices.** Any written notice hereunder shall be deemed given upon the mailing thereof by registered or certified mail or by electronic or overnight delivery service at the applicable address set forth in this Contract, or to such other address as may have been specified by a party to the other party in writing. A post office or delivery service receipt shall be prima facie evidence thereof.
22. **Assignment and Subcontract.** Except with Shipper's prior written approval, Carrier shall not assign, broker, sub-contract or otherwise delegate its duties or responsibilities with respect to any shipment or transportation of Equipment or Commodities hereunder. Carrier shall be permitted to engage owner-operators to perform all or a portion of the services hereunder if such owner-operators are ordinarily used by Carrier in the normal course of its business.
23. **Entire Agreement.** This Contract is the entire and sole agreement between the parties with respect to the subject matter hereof, and supersedes any tariff or other publication of Carrier, any prior agreements between the parties hereto relating to transportation hereunder, and any bill of lading or other document of carriage issued in connection with transportation hereunder.
24. **Changes.** No change to this Contract shall be binding upon the parties hereto unless in writing and signed by the duly authorized representative of each party.
25. **Captions.** The captions of Sections in this Contract are for information only and are not to be relied upon for the interpretation thereof.
26. **Invalidity.** If any provision of this Contract is, for any reason, held to be invalid or unenforceable, such invalidity or unenforceability will not affect the remainder of this Contract, and Carrier and Shipper agree to negotiate in good faith to replace the offending language with language which accomplishes as nearly as legally permissible the intent of the original.
27. **Non-waiver.** A delay in exercising any right or remedy pursuant to this Contract shall not constitute a waiver thereof; a waiver of a default, right or remedy shall not constitute a waiver of another default, right or remedy; a single or partial exercise of a right or remedy shall not preclude a further exercise thereof or the exercise of another right or remedy from time to time; and no waiver of a default shall be effective unless it is in writing and signed by the waiving party's duly authorized representative.
28. **Survival.** Any terms that by their nature are intended to continue beyond the termination or expiration of this Contract, including the payment, insurance, and indemnification obligations hereunder, shall survive the expiration or termination hereof.

29. Governing Law and Dispute Resolution:

- a. **Governing Law:** This Contract shall be governed and construed in accordance with the laws of the State of Texas (excluding its conflict of laws rules).
 - b. **Arbitration:** Any controversy or claim arising out of or relating to the Contract, the relationship of the parties to the Contract, and/or the breach, termination, or validity of the Contract, directly or indirectly, including whether any such claim is properly arbitrable, shall be settled by arbitration administered by Judicial Workplace Arbitrations, Inc. ("JWA"). The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. The arbitration shall be heard by a single arbitrator, the place of arbitration shall be Houston, Texas, and the arbitration will be conducted in the English language. The arbitration, including the arbitration hearing, shall be governed by the Texas Rules of Civil Procedure and the Texas Rules of Evidence. The arbitrator shall issue a written and reasoned award and opinion within 30 days of the arbitration hearing, the decision and award of the arbitrator shall be final, binding, and enforceable, and the arbitration award may be confirmed in any court of competent jurisdiction. The prevailing party shall be entitled to an award of reasonable attorneys' fees, and the arbitrator shall have the power to award the prevailing party any administrative or arbitration fees paid to JWA or the arbitrator. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witnesses. In such event, the other party shall be required to present evidence and legal argument as the arbitrator may require for the making of an award.
30. **Waiver.** Services are being provided as "contract carriage" within the meaning of 49 U.S.C. §13102(4)(B), and Shipper and Carrier each expressly waive all rights and remedies they may have as to each other under 49 U.S.C., Subtitle IV, Part B to the full extent permitted by 49 U.S.C. §14101(b)(1), each as amended from time to time, to the extent any such rights or remedies conflict or are inconsistent with the terms of this Contract. Neither party waives any rights or remedies it may have as to any third party.

Exhibit A – Trailer Interchange

Any interchange of Shipper-owned, leased, or controlled trailers or Equipment shall be subject to the following terms and conditions.

1. **Points of Interchange.** The specific points of interchange shall be at the points mutually agreed upon between the parties. At the time of interchange, an authorized representative of each party shall execute, in multiple copies, as the parties may require, an Interchange Receipt and Inspection in the form and manner prescribed by Shipper.
2. **Use and Return.** Carrier agrees that the Equipment will be utilized only for transportation to complete promptly and expeditiously the motor vehicle movement and, if specified, to return the Equipment to Shipper in the city and at the terminal where received. Carrier shall be responsible for the safe and timely delivery and/or return of the Equipment, as specified, ordinary wear and tear excepted. Carrier agrees not to interchange Equipment obtained from Shipper hereunder with third parties.
3. **Carrier's Responsibilities.** Carrier shall have complete control and supervision of such Equipment, and such Equipment shall be operated under its authority while in its possession, and Shipper shall have no right to control the detail of the work of any employee or agent operating or using said Equipment during such time. Any person operating, in possession of, or using said Equipment after parties hereto sign an Inspection Report and until proper form is signed returning the Equipment to Shipper, is not the agent or employee of Shipper for any purpose whatsoever.
4. **Taxes.** Carrier shall bear the cost of all federal, state, or municipal taxes, fines, fees, or charges levied or imposed or arising out of the use of the Equipment while in its possession, until its proper return to Shipper.
5. **Indemnification.** Carrier agrees to indemnify, defend and hold Shipper harmless from and against any and all loss, damage, liability, cost or expense, including but not limited to, attorney's fees, suffered or incurred in connection with injuries or death of any person, or loss of or damage to any property, arising out of use, operation or maintenance of said Equipment until such Equipment has been delivered to the point specified and receipt issued therefor. The obligations assumed by Carrier pursuant to this paragraph shall not apply in the event of any contributing act or omissions of negligence or willful misconduct, on Shipper's part.
6. **Insurance.** Before commencing any work hereunder, Carrier shall procure, and shall thereafter maintain in force during the period of this Contract, in addition to all insurance listed in the Contract covering all of the work and services to be performed hereunder by Carrier and each of its subcontractors, Carrier agrees to maintain for the duration of any Contract, insurance coverage for physical damage insurance for loss or damage to Equipment while in the care, custody and/or control of the Carrier.
7. **Maintenance of Equipment.** Ordinary maintenance and other service adjustments on Equipment, tires included, occasioned by ordinary use will be billed to and borne by Shipper in its entirety.
8. **Tires.** Shipper shall furnish Equipment with tires and tubes of proper size and in good condition at the time of interchange.
9. **Shipper's Representations and Warranties.** Shipper represents and warrants that all Equipment to be transported by Carrier has been maintained in good repair and mechanical condition, and that all inspections, licenses or permits necessary for the use of the Equipment have been obtained. Upon Carrier's reasonable request, Shipper will provide to Carrier maintenance and inspection records relating to the Equipment. Notwithstanding Shipper's obligation to maintain the Equipment, Shipper agrees that any expenses incurred by Carrier to repair Equipment while performing the transportation services hereunder, plus a 15% administrative fee, will be promptly reimbursed by Shipper.
10. **Damage or Loss to Equipment.** Subject to Shipper's compliance with the terms the Contract and this Exhibit, Carrier shall be responsible for all damages and losses, occurring while in its possession, to the Equipment of Shipper. In the event of total loss of Equipment, Carrier shall pay to Shipper the commercial value of the trailer at the time it was interchanged.
11. **Charges.** The Equipment will be provided by Shipper to Carrier for the contracted Services hereunder without charge.