

OVERVIEW

HAZEL'S HOTSHOT, INC. ("HAZEL'S HOTSHOT"), is a licensed property carrier. The following pages contain the Service Conditions applicable to the transportation of any Shipment by HAZEL'S HOTSHOT. By using HAZEL'S HOTSHOT, you consent to these Service Conditions. HAZEL'S HOTSHOT will transport each Shipment that it accepts under its motor carrier operating authority, DOT No. 213831, issued by the Federal Motor Carrier Safety Administration of the U.S. Department of Transportation ("FMCSA"). HAZEL'S HOTSHOT reserves the right to refer any tender of Shipment to its affiliate broker, Hazel's Logistics, LLC, without any prior notice to you, in which case Hazel's Logistics, LLC, has the option to accept tender, which will be done pursuant to its FMCSA broker operating authority, DOT No. 2440701, and perform broker services for each Shipment that it accepts. You may refuse the use of Hazel's Logistics as a broker, however, you must submit such refusal to HAZEL'S HOTSHOT in writing ahead of time. If You continue to use HAZEL'S HOTSHOT, you hereby authorize and consent to Hazel's Logistics, LLC, acting as a broker for any and all loads that it accepts.

Notwithstanding the forgoing, if there is a conflict between these Service Conditions and the terms and conditions on any HAZEL'S HOTSHOT Bill of Lading, the HAZEL'S HOTSHOT Bill of Lading will control. These Service Conditions supersede all previous Service Conditions and other prior statements concerning the rates and conditions of HAZEL'S HOTSHOT service. HAZEL'S HOTSHOT reserves the right, from time to time, to modify, amend or supplement its rates, features of service, products and Service Conditions without notice. All rates and service quotations by our employees and agents shall be valid for the same day issued, but final rates and service may vary based upon the Shipment actually tendered and the application of the Service Conditions herein. Any conflict or inconsistency between any other written or oral statements concerning the rates, features of service, products and Service Conditions applicable to HAZEL'S HOTSHOT service will be controlled by the HAZEL'S HOTSHOT Bill of Lading and these Service Conditions, as modified, amended or supplemented by HAZEL'S HOTSHOT from time to time. HAZEL'S HOTSHOT MAKES NO WARRANTIES, EXPRESS OR IMPLIED.

Monetary amounts stated in these Service Conditions refer to U.S. dollars.

"Dangerous goods" means articles or substances which are capable of posing a significant risk to health, safety, or property when transported by air and which are classified according to the most current editions of the International Civil Aviation Organization ("ICAO") Technical Instructions for Safe Transport of Dangerous Goods by Air and the International Air Transport Association ("IATA"), Dangerous Goods Regulations. See also "Hazardous Materials" definition.

"Hazardous materials" means a substance or material which has been determined by the U.S. Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. Title 49, CFR Transportation Parts 100-199, governs the transportation of hazardous materials. Hazardous materials may be transported domestically, but they may be classified as Dangerous Goods when transported internationally by air.

"Service Conditions" means these Service Conditions, as modified, amended or supplemented by HAZEL'S HOTSHOT from time to time.

"Shipment" means one or more packages, pallets, containers or other items moving on one Bill of Lading number from one Shipper or Consignor to one Consignee.

"Transportation charges" or "charges" mean amounts assessed for the movement of a Shipment and do not include any other fees or charges which may be assessed under these Service Conditions, such as, but not limited to, declared value charges, customs duties and taxes, however levied or applied, and C.O.D. charges.

"Bill of Lading" means any shipping document, receipt, manifest, label, electronic entry or similar item.

"We," "our," "us," and "HAZEL'S HOTSHOT" refer to Hazel's Hotshot and its contractors, employees and agents, but not including cartage agents, brokers, and owners of the Shipment.

"You" and "your" include the Customer, Broker, Consignee, and their agents, servants and employees and any other person or entity having or claiming an interest in a Shipment.

DIMENSIONAL WEIGHT

HAZEL'S HOTSHOT reserves the right to assess Transportation Charges based on volumetric standards. Dimensional weight pricing is applicable on all Shipments with a total volume of more than 250 cubic inches. Dimensional weight is calculated by multiplying length by width by height of each package (all in inches) and dividing by 250. The dimensional weight of each package in the Shipment is added, and the total dimensional weight of the Shipment is then compared to the actual weight of the Shipment. If the dimensional weight exceeds the actual weight, all Transportation Charges for the Shipment are based on the dimensional weight.

PAYMENT AND BILLING

For and in consideration of the transportation services to be provided, You agree to pay HAZEL'S HOTSHOT the applicable freight charges as set forth in its verbal communication, current written rate circulars, if any, written rate tenders, and these Service Conditions on prepaid Shipments. Your complete name, address, city, state, zip code, and contact name must appear in the appropriate areas of the Bill of Lading. You must pay by company check (from approved-credit Customers only), certified check, cashier's check, credit card, or charge to a valid HAZEL'S HOTSHOT account number in good credit standing.

The invoice date begins the credit term cycle, and payment is due, without setoff, within thirty (30) days from the invoice date. Failure to keep your HAZEL'S HOTSHOT account current will result in your account being put on a "cash only" status. If you are not current or you do not have the full amount of cash for the transportation services, then your Shipment will be delayed or cancelled. HAZEL'S HOTSHOT may decline to restore credit privileges for any reason and has no obligation to reinstate such credit privileges. In the event that suit is filed to collect unpaid charges, you agree to be liable for all reasonable costs which include, but are not limited to, attorneys' fees and court costs.

If any changes, modifications, amendments, or change in terms of the Shipment are agreed to by HAZEL'S HOTSHOT, You shall be responsible for paying any and all costs, fees, surcharges, taxes, duties, and out of pocket costs incurred by HAZEL'S HOTSHOT as determined in the sole discretion of HAZEL'S HOTSHOT.

HAZEL'S HOTSHOT reserves the right to demand F.C.C.O.D. for Transportation Charges incurred on any Shipment when the party liable for the charges has not yet been extended credit.

HAZEL'S HOTSHOT reserves the right to demand prepayment of charges by cashier's check, certified funds or money order on any Shipment. HAZEL'S HOTSHOT reserves the right to pass through the fee and/or other penalty, if any, charged to it by the bank or other organization related to any check from you to HAZEL'S HOTSHOT that is dishonored due to insufficient funds or incorrect or insufficient signature of the drawer.

Send remittance to:

Hazel's Hotshot, Inc.
P.O. Box 810239
Dallas, TX 75381

CLAIMS

DELAY CLAIMS - HAZEL'S HOTSHOT will undertake to deliver the lading described on the Bill of Lading under reasonable dispatch using next available equipment and shall attempt to

effect delivery pursuant to the schedules and transit times estimated to You. HAZEL'S HOTSHOT does not guarantee the timeliness or promptness of any delivery. HAZEL'S HOTSHOT does not accept liability for any special, indirect, exemplary, punitive, or consequential damages arising from or related to delays in delivery, including but not limited to damages for lost profits or business interruption, regardless of whether HAZEL'S HOTSHOT had notice of the possibility of such damages. You agree that in any event HAZEL'S HOTSHOT'S sole liability with respect to delay shall be to the extent HAZEL'S HOTSHOT fails to exercise reasonable dispatch and that failure causes loss or damage to the Shipment, or portion thereof, at issue.

LOSS OR PHYSICAL DAMAGE CLAIMS - Subject to the limitations set forth herein and as provided by applicable law, HAZEL'S HOTSHOT agrees to accept liability for loss or physical damage to the Shipments described on the Bill of Lading, in accordance with 49 U.S.C. § 14706, measured by the actual replacement value of the lost or damaged goods. HAZEL'S HOTSHOT'S liability for loss, shortage, or damage shall be prorated by weight when part of a Shipment is lost or damaged. HAZEL'S HOTSHOT'S liability shall not exceed the amount determined by multiplying the weight of the lost or damaged article by fifty cents (\$0.50) per pound. If you wish to declare a higher value of liability in exchange for increased rates with respect to any Shipment, You must make such request to HAZEL'S HOTSHOT in writing at least seventy-two (72) hours prior to the scheduled pick-up. If such request is accepted by HAZEL'S HOTSHOT in a signed writing, and You pay additional freight charges applicable thereto, HAZEL'S HOTSHOT will be liable for the full declared value, but such liability shall in no event exceed the amount determined by multiplying the weight of the lost or damaged article by one dollar (\$1.00) per pound or the full replacement value of the Shipment, whichever is less.

Each claim must be submitted with HAZEL'S HOTSHOT within nine (9) months after the delivery date, or, if no delivery, nine (9) months after the date delivery was reasonably expected. Any civil action filed by You must be filed no later than two (2) years from the date the underlying claim, or a portion thereof, was denied. Claims will be submitted, handled, and processed in accordance with 49 C.F.R. Part 370. You understand and agree that the rates do not include insurance or other compensation for loss, other than as expressly provided herein and limited hereby. Notwithstanding anything to the contrary, HAZEL'S HOTSHOT shall not be liable for loss or damage to Shipments caused by: (i) Your act or omission, (ii) an act of God, acts of a public enemy, civil disorder, war or terror, fire, flood, tornado, hurricane, earthquake, or other event of force majeure, or (iii) the inherent vice of the Shipment or portion thereof.

Shipment loss, shortages, and/or damage must be noted on the Bill of Lading by You or your Agent at time of delivery. Notice of intent to file a claim for concealed damage must be filed in writing with HAZEL'S HOTSHOT within fifteen (15) days of delivery. The actual claim, whether for loss, apparent damage, or concealed damage, must be submitted in writing with

HAZEL'S HOTSHOT, as stated in the paragraph above, and the claim must include all of the following as minimum for support:

1. Date of shipment.
2. HAZEL'S HOTSHOT Job number.
3. The names and addresses of the Customer or owner.
4. A description of the property; and
5. A copy of the original invoice for the property lost or damaged.

Receipt of the Shipment by You or Your agent without notation of shortage, loss or damage will be prima facie evidence that the Shipment was delivered in good condition. No claim will be processed by HAZEL'S HOTSHOT until all Transportation Charges have been paid. Amounts of claims may not be deducted or offset from Transportation Charges. Shipments and their containers and packaging materials must be retained and made available to HAZEL'S HOTSHOT for the purpose of inspection for up to fifteen (15) days after notification to HAZEL'S HOTSHOT that a claim is pending. HAZEL'S HOTSHOT reserves the right to repair or replace damaged property with no further liability for consequential damage such as, but not limited to, out-o-service time during repair.

All claims must be mailed to:

Hazel's Hotshot, Inc.
P.O. Box 810239
Dallas, TX 75381

DECLARED VALUE AND LIMITS OF LIABILITY

Unless otherwise specified herein, liability on all domestic Shipments shall be limited to the declared value of the Shipment plus applicable freight charges, the actual replacement value for the lost or damaged Shipment, or portion thereof, or the amount determined by multiplying the weight of the lost or damaged article by fifty cents (\$0.50) per pound, whichever is lowest.

Notwithstanding anything to the contrary, in the absence of special arrangements HAZEL'S HOTSHOT shall not be liable for damages in excess of \$250,000.00 per Shipment, regardless of the declared value.

You understand and agree that the rates do not include insurance or other compensation for loss, other than as expressly provided herein and limited hereby. Accordingly, You agree that in the event You desire coverage for loss beyond HAZEL'S HOTSHOT's applicable cargo liability stated in these Service Conditions, You will obtain insurance, which will contain a waiver of subrogation clause in HAZEL'S HOTSHOT's favor, waiving any subrogation rights (or and on

behalf of such insurance carrier). In the event that You fail to obtain a waiver of subrogation, You will defend, indemnify and hold harmless HAZEL'S HOTSHOT and any affiliates with respect to claims made by Customer or third parties acting as subrogees of Customer.

You agree to indemnify, defend and hold HAZEL'S HOTSHOT and any affiliate, including but not limited to Hazel's Logistics, cartage agent, subcontractor or other agent or representative retained by HAZEL'S HOTSHOT harmless from any and all claims, suits, actions, causes of action, legal proceedings, and other liabilities brought by any third party against HAZEL'S HOTSHOT and/or any of the other above-named indemnitees arising out of cargo lost, damaged, delayed or mis-delivered.

NO ASSUMPTION OF LIABILITY

HAZEL'S HOTSHOT shall not be liable for any incidental, special, punitive, indirect, exemplary, or consequential damages arising from or relating to HAZEL'S HOTSHOT performance of services for You or the relationship of the parties including, but not limited to, damages for lost profits or business interruption, regardless of whether HAZEL'S HOTSHOT had notice of the possibility of such damages.

Notwithstanding anything to the contrary, in no event will HAZEL'S HOTSHOT be liable for any loss or damage (including cargo loss or damage), delay, misdelivery, non-delivery, misinformation, claim, liability, penalty, fee (including attorneys' fees and legal costs), or failure to provide information to the prorated extent caused by:

- a. The act, default or omission of Customer or any other third party with an interest in the Shipment;
- b. The nature of the Shipment or any defect, characteristic or inherent vice of the Shipment;
- c. Customer or third party's violation of any of the terms and conditions contained in these Service Conditions, as amended from time to time, or on a Bill of Lading, including, but not limited to, the improper or insufficient packing, securing, marking or addressing of Shipments;
- d. Perils of transportation, public enemies, public authorities acting with actual or apparent authority on the premises, authority of law, local disputes, civil commotions, hazards incident to a state of war, or weather conditions (as determined solely by HAZEL'S HOTSHOT); national or local disruptions in ground transportation networks due to events beyond HAZEL'S HOTSHOT's control, such as weather phenomena, strikes, or natural disasters: and disruption of communication and information systems;
- e. Acts or omissions of any person or entity other than HAZEL'S HOTSHOT;

- f. Loss of or damage to articles packed and sealed in packages by the Customer, provided the seal is unbroken at the time of delivery, the package retains its basic integrity, and receipt of Shipment by Carrier without written notice of damage on the delivery record;
- g. Erasure of data from magnetic tapes, or other storage media or erasure of photographic images or sound tracks from exposed film;
- h. Our inability to provide a copy of the delivery record or a copy of the signature obtained at delivery;
- i. Our failure to honor "package orientation" graphics or damage to Shipments in packaging not approved by HAZEL'S HOTSHOT prior to Shipment where such prior approval is recommended or required herein;
- j. Damage in transit or in the handling of, or concealed or other damage to, florescent tubes, neon lighting, neon signs, X-ray tubes, glass or other inherently fragile items; and
- k. Customer's failure to provide a HAZEL'S HOTSHOT account number in good credit standing in the billing instructions.

PACKAGING AND MARKING

Shipments must be prepared and packaged to ensure safe transportation. By tendering a Shipment to HAZEL'S HOTSHOT or Hazel's Logistics, You certify that the Shipment is sufficiently packaged to withstand the normal rigors of transportation.

Each package must be legibly marked, and all old labels, tags or markings must be removed by the Customer prior to the Shipment being tendered for transportation. Any article susceptible to damage by ordinary handling must be adequately protected and packaged and marked in such a way as to alert HAZEL'S HOTSHOT of the possibility of damage from ordinary handling and must bear appropriate labels.

All Shipments shall be packaged to withstand the perils of transportation. All reusable containers, crates, exhibit cases, displays, drums, tubes, tanks, corrugated boxes, personal lockers, flight cases, luggage, injection molded cases, and cases manufactured from exotic materials, when shipped as cargo, must be externally packaged and shipped to withstand the perils of transportation and will be subject to any applicable released valuation and its declared weight. Otherwise, external packaging shall be considered as non-reusable and shall have no claims value.

PREPARATION OF BILL OF LADING

It is the Customer's responsibility to ensure accurate completion of the HAZEL'S HOTSHOT Bill of Lading, including a complete description of the contents, the correct number of pieces, reference numbers, and the accurate total weight. If the Customer fails to present a completed Bill of Lading at the time of Shipment, HAZEL'S HOTSHOT will accept any appropriate non-negotiable shipping document but will not accept any responsibility for mis-delivery, delay, or missed collections resulting from the transfer of information from the shipping document onto the Bill of Lading done by HAZEL'S HOTSHOT personnel.

STORAGE

Freight held in HAZEL'S HOTSHOT's possession through no fault of HAZEL'S HOTSHOT, will be considered as stored and will be subject to the following provisions and charges:
Storage charges will commence on the second day, excluding Saturdays, Sundays and holidays, after the freight is received by the destination HAZEL'S HOTSHOT terminal;
Storage charges will accrue at the rate of \$4.00/cwt. (\$0.04/lb.) per 24 hours or portion thereof, subject to a minimum of \$100.00 per day

FUEL SURCHARGE

Due to the potential for significant fluctuations in market prices for vehicle fuel, we reserve the right to assess a fuel surcharge on Shipments without notice. Any such surcharge will be applied in an equitable manner to all Shipments having similar characteristics and will be applied for such periods as we may determine necessary.

HAZEL'S HOTSHOT reserves the right to refuse any Shipment at point of acceptance that its representatives deem unacceptable for transit due to any security or safety concern.