

Sunset Transportation's FreightLOGIK User Agreement

PLEASE READ THIS ENTIRE USER AGREEMENT CAREFULLY BEFORE ACCESSING SUNSET'S FREIGHTLOGIKLOGISTICS.COM. BY USING SUNSET'S FREIGHTLOGIK (HEREINAFTER THE "WEBSITE"), YOU ACKNOWLEDGE THAT YOU HAVE READ THIS USER AGREEMENT, THAT YOU UNDERTAND IT, AND THAT YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ANY OF THE TERMS AND CONDITIONS SET FORTH IN THIS USER AGREEMENT, YOU MUST NOT ACCESS OR USE THIS WEBSITE.

1. Copyright

This Website contains material that is protected by United States copyright and trade secret laws, international treaty provisions, and the laws of the State of Missouri. All rights not expressly granted to you herein are reserved by Sunset Transportation's FreightLOGIK. d/b/a Sunset Transportation and/or its affiliates and partners.

2. Ownership. This Website, its contents, the arrangement and compilation of its contents, and all information provided by or through the Website, is the copyrighted property of Transportation and/or its affiliates and partners. You have no ownership rights in the Website, its contents, or any information provided by or through the Website, and nothing contained in the Website or this User Agreement should be construed as granting a license or right to use the Website, its contents, the arrangement or compilation of its contents, or any information provided by or through the Website except as expressly stated in this User Agreement.

3. Trademarks. This Website contains trademarks, logos, and service marks (collectively "Trademarks") which are the registered and common law trademarks of Sunset's FreightLOGIK and/or its affiliates and partners. You have no ownership rights in these Trademarks and nothing contained in the Website or this User Agreement should be construed as granting a license or right to use the Trademarks without the written permission of Sunset Transportation and/or its affiliates or partners.

4. License. Based upon your acceptance of all terms and conditions of this User Agreement, Sunset Transportation grants you a non-exclusive, non-transferable license to use this Website solely to arrange freight services for your own personal or business use and not in the operation of any motor carriers, freight forwarders, brokers, transportation logistic services providers. Sunset's Transportation may revoke this license at any time with or without cause.

5. Compliance. You agree to communicate the terms and conditions of this User Agreement to those persons employed by you or acting on your behalf who come into contact with the Website and to use your best efforts to ensure their compliance with such terms and conditions.

6. Explanation of Services. Sunset's FreightLOGIK is not a freight carrier or an agent for a freight carrier. Sunset's FreightLOGIK is an interstate transportation property broker and all services provided on this Website are performed by Sunset Transportaion under its interstate property broker license issued by the United States Department of Transportation ("USDOT") and its sub-agencies, including the Federal Motor Carrier Safety Administration ("FMCSA"), in docket No. MC-211084. This Website allows you to quote, arrange and track shipping and transportation services provided by freight carriers, freight forwarders, brokers, and transportation logistic services providers ("Transportation Service Providers" or "TSPs") and provides information designed to assist you throughout the process.

7. Selecting a Transportation Service Provider. Federal and/or state laws and regulations require TSPs to obtain licenses, provide minimum insurance coverage, and to otherwise comply with safety, operational, financial, and licensing requirements. Safety ratings, insurance coverage, and regulatory compliance information regarding specific TSPs is available from USDOT, FMCSA, and applicable state agencies. Sunset Transportation checks TSPs' safety ratings, insurance coverage, and licensing at the time carriers are authorized to provide services through this Website; however, Sunset Transportation strongly recommends that you review a TSPs' current licensing, insurance, and safety record before using its services.

8. Bills of Lading. You hereby acknowledge that all Bills of Lading are Non-Negotiable and have been prepared by you or by Sunset's FreightLOGIK on your behalf and shall be legally deemed to have been prepared by you and to bind you. Any unauthorized alteration or use of Bills of Lading or tendering of shipments to any carrier other than that designated by Sunset's FreightLOGIK, or the use of any Bill of Lading not authorized or issued by Sunset's FreightLOGIK shall void Sunset's FreightLOGIK's obligations to make any payments relating to this shipment and void all rate quotes.

If you do not complete all the documents required for carriage, or if the documents which you submit are not appropriate for the services, pick up, or destination requested, Sunset's FreightLOGIK may, where permitted by law, complete, correct or replace the documents at your expense; however, Sunset's FreightLOGIK is not obligated to do so. If a substitute form of Bill of Lading is needed to complete delivery of this shipment and Sunset's FreightLOGIK completes that document, the terms of the substitute Bill of Lading so prepared by Sunset's FreightLOGIK will govern.

9. Amendments and Adjustments to Shipping Price. Sunset's FreightLOGIK may amend or adjust the original quoted shipping price if the information provided by you at the time of the original price quote is incorrect and results in additional charges for reweighing, reclassification, or additional services necessary to perform the pick up, transportation, or delivery of the shipment.

10. Payment. All charges are due and payable to Sunset Transportation in US Dollars upon net 30 days of each individual shipment is invoiced for the full amount due, including all amended, adjusted, or additional amounts as described in Paragraphs 8 and 9 herein, upon the invoice of each individual shipment.

11. Failure to Pay. In the event that payment has not been received or credit card(s) and/or bank account(s) which you identify to Sunset contain insufficient funds or have insufficient credit available to cover the full amount due to Sunset, the unpaid portion of this amount will immediately become past due. All past due amounts shall be subject to an additional charge at the rate of 1 ½ % per month of the average outstanding balance due. In the event that Sunset Transportation retains an attorney or collection agency to collect unpaid charges or for enforcement of any of the terms and conditions of this User Agreement, Customer shall be responsible for payment of all attorney's fees, collection agency fees, and other costs of collection incurred by Sunset Transportation.

12. Your Warranties. You are responsible for and warrant your compliance with all applicable laws, rules, and requisitions including but not limited to customs laws, import and export laws and governmental regulations of any country to, from, through or over which your shipment may be carried. If applicable, you further warrant that you are registered and in compliance with the security plan and training requirements, and any amendments thereto, for the shipment of hazardous materials, 49.C.F.R. # 172.701-704 and 49 C.F.R. # 172.800-804. You further warrant that you will immediately advise Sunset Transportation in the event that your registration and/or compliance with these regulations expires and/or is terminated, if applicable, and agree to furnish such information and documentation as necessary to establish your compliance with such laws, rules, and regulations. Sunset Transportation assumes no liability to you or to any other person for any loss or expense due to your failure to comply with this provision.

13. Claims and Limitations of Liability. Sunset's FreightLOGIK will process claims in accordance with 49 C.F.R. 370. All claims should be submitted immediately to Sunset Transportation to help ensure timely resolution. Sunset Transportation will use commercially reasonable efforts to assist and cooperate with you to investigate and process any freight loss or damage claims occurring in the course of freight services arranged through this Website. The liability for any cargo damage, loss, or theft shall be determined under the Carmack Amendment, 49 U.S.C. 14706.

Sunset's FreightLOGIK will use the TSP's governing General Rules Tariff which determines the standard liability cargo insurance coverage offered by all carriers. These Tariffs can be viewed at Sunset Transportation's corporate offices or on the following carrier's websites.

General Rules Tariff's

Brandt	Gold Coast Freightways	Superior Express
Central Transport	Mid States Express	Southeastern Freight Lines
Conway	Milan Express	Standard Forwarding
Dayton Freight	Midwest Motor Express	UPS
EF Express	Nebraska Transport	USF Holland/USF Reddaway
Estes Express	New England Motor Freight	Vitran Express
Express 2000	Old Dominion	Wilson Trucking
FedEx Freight	Saia	Yellow Freight

If the shipment contains freight with a predetermined exception value, as determined by the selected carrier, the maximum exception liability will override the otherwise standard liability coverage. The maximum amount that you will receive on a claim will be that which is recoverable under the respective transportation tariffs. Sunset's FreightLOGIK will not be responsible in any way for claims arising out of your negligence, TSPs' negligence, or the negligence of any third party.

All claims must be submitted to Sunset Transportation within seven (7) days after delivery. Claims for damage that are not readily apparent ("concealed damage") must be submitted to Sunset's FreightLOGIK within three (3) days after delivery. The filing of a claim does not relieve you from payment obligations under this User Agreement, and payment is necessary in order to process a claim. You may not offset freight or other charges owed to Sunset Transportation against claims for any loss, damage, mis-delivery, or non-delivery. Sunset Transportation has a lien on funds recovered through the processing of damage claims and reserves the right to apply recovery amounts to open past due invoices on your account.

In no case will the maximum cargo liability for new goods be greater than \$10 per pound for any shipment. In no case will the maximum cargo liability for resold or used goods be more than \$0.10 per pound for any shipment. Sunset's FreightLOGIK does offer for purchase by the Customer, upon request by entering a declared value which will print on the bill of lading, in which additional interest cargo insurance will be purchased from the carrier selected. Additional insurance charges will be addition to the amount quoted in FreightLOGIK.

14. Forum Selection and Choice of Law. Any claim, dispute, or litigation relating to this User Agreement, any shipment scheduled, arranged, or tendered through the Website, or relating to

any dispute(s) between Sunset's FreightLOGIK and you or any party acting on your behalf, shall be filed in the Circuit Court of St. Louis County, Missouri or in the United States District Court for the Eastern District of Missouri and shall be controlled by the substantive law of the Missouri. You hereby consent and submit to the personal jurisdiction of said courts for all such purposes.

15. Severability. The terms and conditions contained in this User Agreement shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such determination shall not affect the validity and enforceability of any remaining provisions.

16. NO WARRANTIES. SUNSET'S FREIGHTLOGIK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO DELIVERIES, OR WITH REGARD TO THIS WEBSITE, INFORMATION PROVIDED ON THIS WEBSITE, OR SERVICES RELATED TO TRANSACTIONS CONDUCTED ON THIS WEBSITE. ALL PICKUP TIMES AND TRANSIT TIMES ARE ESTIMATES. SUNSET CANNOT GUARANTEE DELIVERY BY ANY SPECIFIC TIME OR DATE.

17. LIMITATION OF LIABILITY. IN ANY EVENT, SUNSET'S FREIGHTLOGIK SHALL NOT BE LIABLE TO YOU FOR ANY ACTUAL, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM EITHER YOUR USE OF THIS WEBSITE OR FREIGHT SERVICES RELATED TO OR ARISING FROM YOUR USE OF THIS WEBSITE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, WHETHER OR NOT SUNSET'S FREIGHTLOGIK HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

18. INDEMNIFICATION. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD SUNSET'S FREIGHTLOGIK HARMLESS FROM AND AGAINST ANY CLAIM, CAUSE OF ACTION, OR DEMAND, INCLUDING WITHOUT LIMITATION ALL ATTORNEY'S FEES AND COSTS, WHETHER BROUGHT BY YOU, ON YOUR BEHALF, OR BY THIRD PARTIES, WHICH ARISE OUT OF YOUR USE OF THIS WEBSITE, FREIGHT SERVICES RELATED TO OR ARISING FROM YOUR USE OF THIS WEBSITE, OR ANY VIOLATION OF THIS USER AGREEMENT.