



## MASTER TERMS AND CONDITIONS FOR MILESTONE POOL OF CHOICE CHASSIS

### 1. Scope of Agreement

This Master Terms and Conditions for Milestone Pool of Choice Chassis (this "**Agreement**") sets forth the terms and conditions of Customer's use of over-the-road intermodal chassis (individually and collectively, the "**Chassis**") provided at one or more chassis pools as set forth in Exhibit A, attached hereto and incorporated herein by this reference, and as may be amended from time to time (each, a "**Pool**" and each Pool location shall be referred to as a "**Pool Location**") by Milestone Equipment Company LLC ("**Milestone**") for Customer's use in transporting intermodal containers of ocean carriers and others. This Agreement does not convey to Customer any right, title, or interest in any Chassis other than the right of use as expressly conferred herein. Customer's use of Chassis is further subject to the terms and conditions of the Pool requirements and rules found at the applicable Pool website and at Milestone's pool website ("**Milestone Pool Website**"). Customer shall comply with such other reasonable requirements Milestone customarily imposes on its customers relating to the use of its Pool chassis.

### 2. Term and Termination

This Agreement shall remain in effect with respect to all unreturned Chassis and Customer's outstanding and surviving obligations under this Agreement and all additional obligations and terms and conditions under the Milestone Pool Website and the terms of use as provided by the applicable Pool manager(s) (such additional terms set forth in the Milestone Pool Website and as provided by the applicable Pool managers shall be referred to as the "**Additional Pool Terms**"). Any expiration or termination or Milestone's suspension (as described below) of this Agreement shall be without prejudice to all rights accruing to Milestone prior to the date of such expiration, termination or suspension. Milestone may suspend Customer's privileges under this Agreement, or refrain from providing Chassis to Customer in Milestone's sole discretion or due to any breach of any provision of this Agreement of the Additional Pool Terms or any failure of Customer to promptly pay amounts owed to Milestone pursuant to this Agreement. Either party may terminate this Agreement upon thirty (30) days prior written notice subject to the terms and conditions of this Agreement.

### 3. Usage Charges

The Rental Term (as defined below) of each Chassis shall begin on the date the Chassis is accepted ("**Out-Gate(d)(s)**") by Customer or any other persons or parties who are employed or engaged by or through Customer or who otherwise possess, operate or use the Chassis, including, but not limited to, a motor carrier engaged by Customer (each a "**Customer Representative**") at the Pool Location and shall continue until the Chassis is returned ("**In-Gate(d)(s)**") to the Pool Location in accordance with the terms of this Agreement and the Additional Pool Terms. Customer shall pay Milestone the usage charges as specified in Exhibit B, Usage Charges, attached hereto and incorporated herein by this reference or on the Milestone Pool Website ("**Usage Charge(s)**"), together with all additional charges herein, from the date that Customer first Out-Gates a Chassis until the Chassis is returned (In-Gated) at the Pool Location and in accordance with this Agreement and the Additional Pool Terms, including, but not limited, to Section 5 (Repair and Return Conditions). The time period between the time that Customer Out-Gates the Chassis at a Pool Location until the Chassis is In-Gated to the same Pool Location is referred to herein as the "**Rental Term.**" The minimum Rental Term for each Chassis is one day plus any other pick-up, drop-off and other charges. Customer shall not withhold any Chassis for any reason, including but not limited to on account of any dispute as to rates and/or alleged failures by Milestone to comply with the terms of this Agreement. Payment of all Usage Charges, repair charges, casualty value (as specified in the Casualty Value Schedule set forth in Exhibit C attached hereto and incorporated herein by this reference, or upon posting on the Milestone Pool Website, as such values may increase from time to time upon notice to Customer (the "**Casualty Value**") and other invoices due in connection with Agreement shall be due to Milestone fifteen (15) days after the relevant invoice date. Customer shall be required to pay a late fee for late payment at the rate of one and one-half percent (1.5%) per month or the maximum legal rate, whichever is lower for all payments received more than thirty (30) days after date of invoice. If Customer has a good-faith reason to dispute any individual invoice, such invoice shall still be paid when due and Customer must tender all invoice disputes to Milestone in writing within thirty (30)

days of the date of the disputed invoice. No disputes received by Milestone more than thirty (30) days after the date of the disputed invoice will be considered. Milestone reserves the right to bar Customer from utilizing any future Chassis from Milestone and/or at a Pool Location in the event Customer fails to pay any usage or repair invoice within thirty (30) days of the invoice date.

#### **4. Acceptance**

When a Customer or Customer Representative Out-Gates a Chassis, Customer acknowledges acceptance and receipt of Chassis in good repair and working condition and in accordance with FMCSA, DOT and UIIA requirements.

#### **5. Repair and Return Conditions**

a. Customer shall be responsible for the cost to repair damage to each Chassis (including tires) which occurs during the Rental Term. In the event damage is discovered upon the In-Gate of the Chassis at the Pool Location, the Pool Location manager will arrange for repairs and assess any repair costs to Customer. The Pool Location manager shall assess damage in accordance with the Milestone Damage Inspection Criteria set forth in Exhibit D, attached hereto and incorporated herein by this reference. If Customer makes any repairs on any Chassis, Customer shall be responsible for the cost of such repairs in addition to Milestone's reasonable cost to repair or replace Chassis necessitated by improper repairs made by Customer. Over-the-Road ("**OTR**") repairs shall be addressed in accordance with the Milestone OTR Repair Policy, set forth in Exhibit E, attached hereto and incorporated herein by this reference. For items of equipment associated with the Chassis, such as tires, tubes, chains, binders, hoses or other accessories, Customer may replace those items with undamaged items of like quality, including tires as outlined in section 5(c). However, Milestone may reject nonconforming replacements of accessories and repairs, and Customer will be responsible for the cost of replacements and repairs acceptable to Milestone.

b. All Chassis shall be returned to the Pool Location in in the same condition as when received. Each In-Gated Chassis will be inspected for damage by the Pool manager in accordance with the Milestone Damage Inspection Criteria in Exhibit D. Excess wear shall be invoiced to Customer. If Chassis are not returned in good operating condition in accordance with this Agreement, the Chassis shall not be considered In-Gated until Customer approves Milestone's damage estimate.

c. Tire-related obligations: Each and every Chassis shall be returned with its original tires, except for tires that may be replaced as a result of in-service failures, which shall be replaced with OEM radial tires of like kind and quality (recapped radial tires are prohibited). Customer shall inform Milestone of each tire replaced. From the time a Chassis is Out-Gated until each Chassis is In-Gated, repairs to tires shall be made at the expense of Customer. In the event of a blowout or total failure of a tire, Customer shall furnish replacement tires of like size and quality (low rolling resistance tubeless radial tires (no recapped tires)), which shall become the property of Milestone. In the event Customer fails to perform this obligation, Customer shall pay Milestone an amount equal to the value of the tire at the time of the beginning of the Rental Term, which in the absence of specific information to the contrary shall be \$315.00 or the cost of a new tire of like size and quality whichever is higher. If tires are ruined as a result of being run flat, it shall be the responsibility of Customer to replace or pay for the tire so ruined.

d. Milestone reserves the right to recover and arrange drayage for any Chassis which Milestone deems abandoned, impounded or otherwise in an insecure situation, if after reasonable notice to Customer, the Customer fails to return the Chassis to the Pool. Any expenses incurred in connection with such recovery or drayage shall be for the account of the Customer.

#### **6. Compliance with Law**

Customer shall obey and comply with all applicable federal, state, provincial and local laws, rules, regulations and ordinances (collectively, "**Applicable Law**") including, but not limited to, Applicable Law pertaining to the operation of the Chassis and intermodal equipment. Customer shall comply with all loading limitations, if any, prescribed by the manufacturers of the Chassis, and shall prevent excessive impact of unbalanced or concentrated loads and pay all fines, expenses, charges or assessments of whatsoever nature which may arise out of the Customer's failure to comply with loading limitations or failure to prevent excessive impact or unbalanced or concentrated loads. Customer represents and warrants that it does not have an unsatisfactory safety rating issued by any regulatory authority with jurisdiction over Customer's operations including, without limitation, the Federal Motor Carrier Safety Administration of the U.S.

Department of Transportation. Customer shall give Milestone immediate written notice if Customer receives an unsatisfactory safety rating issued by any regulatory authority with jurisdiction over Customer's operations including, without limitation, the Federal Motor Carrier Safety Administration of the U.S. Department of Transportation. Customer shall ensure that during the term of this Agreement, it and the Chassis are in compliance with Applicable Law and shall promptly notify Milestone of any damage or other condition of Chassis which fails to comply with Applicable Law. Customer shall be solely responsible for, and shall pay, any and all fines, penalties, citations or other amounts assessed against it or Milestone by local, state, provincial or federal governmental authorities for the condition, operation or use of any Chassis. Customer shall promptly notify Milestone of any citation related to any Chassis and provide proof of payment thereof by Customer. In the event the Chassis is in any way involved in an accident, regardless of whether a citation is issued, Customer shall immediately notify Milestone in writing and shall furnish Milestone with a full written report relating thereto, including the time, place, and nature of the occurrence, names and addresses of all witnesses, parties involved and the extent of all known damage and/or injury.

## **7. Use by Customer**

a. Customer hereby represents and warrants that Customer (i) is a qualified Uniform Intermodal Interchange Agreement ("UIIA") signatory in good standing under the UIIA, (ii) shall comply with the terms of the UIIA, and (iii) shall comply with such other reasonable requirements Milestone customarily imposes on its customers relating to the use of its Pool chassis. Customer shall give Milestone immediate written notice if Customer is no longer a qualified UIIA signatory in good standing under the UIIA.

b. Customer shall have the right to use each Chassis in accordance with this Agreement during the Rental Term so long as no Event of Default (defined in Section 12) has occurred. Customer be responsible for supervising, directing and controlling the activities of all Customer Representatives during the Rental Term, and Customer shall have sole responsibility with respect to them and shall be responsible for their compliance with or breach of the terms and conditions of this Agreement.

c. Customer shall not use the Chassis to transport tank containers or overweight containers, and Customer shall not transport, load or store on any Chassis hazardous materials, medical wastes, hazardous wastes, radioactive materials, or explosives or unprotected corrosive substances, high density poorly secured materials or bulk commodities which may corrode, oxidize, severely dent, puncture, contaminate, stain or damage the Chassis. Customer shall be strictly liable for any resulting personal injuries and/or property damage and all related claims and damages and expenses, including, but not limited to damage to any Chassis, and Customer shall, to the fullest extent of the law, indemnify, defend and hold Milestone harmless from all such claims and damages. If Milestone determines that Customer has used any Chassis for such purposes, in addition to Milestone's rights and remedies pursuant to this Section 7(c) and Sections 12 and 13, Customer shall, at Milestone's sole discretion, restore such Chassis in accordance with this this Section 7(c) and Section 5 or purchase such Chassis at its Casualty Value.

d. Customer represents that the Chassis will be used only in the continental United States. Customer hereby agrees that, if requested by Milestone, Customer shall immediately report the exact location of the Chassis to Milestone and the date that Customer expects to return the Chassis to Milestone.

## **8. Electronic Toll Collection**

Customer acknowledges and agrees that one of its contractual obligations hereunder is to ensure that all toll payments and/or violations incurred during its use of the Chassis are satisfied. As a service to the Customer, and in order to streamline the process of ultimately billing the responsible party for Electronic Toll Collection Systems (such as EZ Pass) charges and/or violations, Milestone shall identify the Chassis and Customer, then send an email notification alerting Customer of such toll payment and/or violation. Customer shall pay all electronic toll charges and/or violations for any Chassis incurred during the Rental Term. If Milestone pays said electronic toll charges and/or violations, Customer shall

reimburse Milestone for the charges and violations and any penalties in addition to a \$50.00 Milestone administrative fee for each toll violation.

**9. Risk of Loss, Indemnity and Liability**

a. During a Rental Term, Customer shall bear all risk of loss, damage, theft or destruction (partial or total) of the Chassis and cargo from any cause and shall pay all costs of use, operation, maintenance, storage, repair and replacement including, but not limited to, taxes, charges incurred in ports, depots or storage areas, detention, demurrage, tolls, fares, fines, penalties and the like.

b. Customer shall to the fullest extent of the law defend, indemnify and hold harmless Milestone and its insurers, the Pool and the Pool managers, chassis contributors to the Pools ("**Contributors**"), and Milestone's subsidiaries and affiliates, and its and their respective employees, agents, representatives, successors and assigns (each a "**Milestone Indemnitee**") (without regard to whether Milestone or the Milestone Indemnitee liability are vicarious, implied in law or as a result of their failure or negligence or otherwise) from and against any and all suits, losses, fines, penalties, damages, claims, injuries including death of any person, damage to property, damage to or loss of any Chassis, other demands and liabilities of every nature, including but not limited to governmental claims, reasonable attorneys', paralegals' and experts' fees, costs of defense, settlement, investigation, appeal, litigation, arbitration, mediation, enforcement of indemnity obligations, and environmental clean-up or remediation, (collectively "**Losses**"), arising directly or indirectly from or in connection with the rental, possession, control, maintenance, use, condition, loading, unloading, operation, or interchange with a third party, of any and all Chassis, including actions or claims for negligence or strict liability in tort and/or arising from any forfeiture or seizure or impound, or any lien imposed or asserted against any Chassis or any breach of this Agreement.

c. Milestone does not assume liability for any acts or omissions of Customer or Customer Representatives or any other persons or third parties. Customer shall be responsible for and shall pay any and all fines or citations arising out of its or its Customer Representatives' acts or omissions .

d. Notwithstanding any other provision in this Agreement to the contrary, in no event shall Milestone be liable to Customer or any other person or persons for any damage or injury to persons or property. Milestone shall not be liable for and Customer hereby waives against all claims against Milestone for incidental, special, indirect, consequential or exemplary damages of any kind, including without limitation, lost profits and business interruption damages, or damage to cargo suffered by Customer or any other party and any all claims shall be subject to the terms and conditions of and Customer's obligations under this Section 9.

e. Milestone shall not be liable to Customer or any other person for any failure or delay in the performance of any Milestone obligation due to events beyond its reasonable control including, but not limited to, fire, storm, flood, earthquake, explosion, accidents, acts of the public enemy, sabotage, riots, civil disorder, strikes, lockouts, labor disputes, labor shortages, work stoppages transportation embargoes or delays, failure or shortage of materials, supplies or equipment, failure of suppliers to deliver as requested, failure of repair facilities to finish repairs, acts of God, and rules regulations or priorities of any government or its branches or agencies.

f. Customer and Milestone agree to cooperate and freely and quickly exchange records and information in order to settle or defend claims and lawsuits. Customer agrees to promptly notify Milestone and Milestone agrees to promptly notify Customer of any papers, notices or documents served in connection with any claims, suits, actions, or proceedings commenced against Milestone or Customer as the case may be, related to Losses addressed in this Section. Customer will not settle any claim or proceeding brought by a third party against which Customer is obligated to defend Milestone or any Milestone Indemnitee without Milestone and the Milestone Indemnitee's prior written approval.

g. The provisions of this Section 9 shall survive the termination, cancellation or expiration of this Agreement.

**10. Insurance.**

a. Customer shall procure and maintain, at its sole cost and expense, throughout the term hereof, the following insurance policies: (i) Commercial Automobile Liability insurance with a combined single limit per occurrence of a

minimum of \$1,000,000, insuring all Chassis provided to Customer hereunder; (ii) Commercial General Liability insurance with a minimum limit of \$1,000,000 per occurrence;; (iii) trailer interchange or hired auto physical damage insurance, including collision, with a limit not less than an amount equal to the value of all equipment used by Customer hereunder; (iv) and Workers' Compensation insurance in an amount and form necessary to satisfy all applicable statutory requirements. The insurance set forth in this Section 10 (Insurance), except for Workers' Compensation insurance, shall name Milestone and its affiliates as additional insureds and Milestone as loss payee, and such policies shall be primary insurance and shall not be excess insurance over any other insurance. Customer shall furnish to Milestone certificates of insurance showing that such insurance has been procured, is being properly maintained, has not expired, and specifying that written notice of cancellation or modification or material alteration (e.g., coverage reduced, limits decreased, policy terminating or additional insured removed) of the policies shall be given to Milestone at least thirty (30) days prior to cancellation or modification or material alteration, by certified mail. Upon request, Customer shall provide Milestone with copies of the applicable insurance policies.

b. Customer shall instruct its insurer(s) to notify the UIIA that Milestone and its affiliate, Milestone Chassis Company LLC, and all chassis contributors to the Pool have been named as additional insureds under Customer's automobile liability and physical damage insurance and any other applicable insurance policies.

c. The insurance coverages required by this Agreement will not absolve or limit Customer's liability or the obligations under this Agreement or Applicable Law. Nothing in this Agreement or in the conduct of the parties, including the fact that Milestone requires or does not require, or Customer fails to maintain certain classes or types of insurance, or Milestone fails to object to any lack of or deficiencies in the coverage or the certificate of insurance, will waive Milestone's or any Milestone Indemnitee's rights to indemnification or insurance hereunder, bar any claim by any Milestone or Milestone Indemnitee for indemnity, or modify Customer's obligation to secure the coverage required under this Agreement or Applicable Law. Customer acknowledges that under no circumstances shall Customer, its employees, agents, contractors, assigns or successors be considered permissive users, insureds, beneficiaries, or covered parties, under any insurance policies carried by, or otherwise covering, Milestone.

d. It is an Event of Default (as defined herein) if Customer's required insurance coverage lapses or terminates for any reason and Customer is subject to immediate suspension, in addition to all other Milestone remedies under this Agreement.

#### **11. Liens and Taxes**

Customer shall not mortgage, encumber or transfer any Chassis or this Agreement in whole or in part. Customer shall keep each Chassis free and clear of all levies, liens and encumbrances. Milestone, at its sole discretion, may pay any outstanding levy, lien, or encumbrance on any Chassis. In the event Milestone pays any levy, lien or encumbrance, Customer shall reimburse Milestone for all sums paid in relation to such levy, lien, or encumbrance, including, but not limited to, the amount paid, attorneys' fees, court costs and a Milestone administrative fee. Customer shall keep written logs of the locations where each Chassis goes to and shall, upon request, supply Milestone with said logs for its review. Customer shall pay or reimburse Milestone for any and all sales, use, rental and excise taxes, assessments and similar charges, including, but no limited to, any governmental fees and charges, (together with any penalties, fines or interest thereon, "**Taxes**") imposed by any governmental or taxing authority upon or against Milestone or Customer on the use, transportation, repair or operation of each Chassis during the Rental Term or as a result of rental of a Chassis hereunder, excluding, however, any taxes that are imposed with respect to Milestone's net income.

#### **12. Default and Remedies**

Any of the following shall be deemed an "**Event of Default**": (i) any breach or failure of Customer to observe or perform any of its obligations under this Agreement; (ii) dissolution, liquidation, or termination of the business of Customer, insolvency or failure of Customer to pay its debts as they mature in the ordinary course of business; the making of an assignment for the benefit of the creditors of Customer; or the filing of a voluntary petition in bankruptcy by Customer or against Customer; or other actions of a similar nature; (iii) the taking by any party of any Chassis, or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity enforced against Customer; or (iv) if, in Milestone's reasonable opinion, Milestone deems Customer financially insecure or Customer has neglected, abused or misused any Chassis in any way; or Customer is in breach of any representation or warranty or of any other agreement with Milestone or its affiliates. Waiver of any default shall not be a waiver of any other or subsequent

default or other condition or term of this Agreement. Upon the occurrence of an Event of Default, Milestone may, at its sole discretion, and in addition to any other remedy or right it has hereunder or by law: (a) immediately terminate this Agreement by providing notice to Customer; (b) require Customer to make available or deliver any Chassis to the place it was Out-Gated or such location as Milestone may designate; (c) enter upon any premises where any Chassis is located, and without notice or demand, remove such Chassis, whether with or without process of law; and/or (d) render all or any part of the Chassis unusable. Upon the occurrence of an Event of Default, Customer shall immediately pay to Milestone without further demand all unpaid Usage Charges and other sums due under this Agreement. Usage Charges shall continue to accrue on Chassis until such time as those Chassis have been returned to and accepted by Milestone. Customer shall also pay Milestone's actual costs and expenses incurred in connection with taking possession of any Chassis and all damages incurred and/or the collection of Usage Charges, enforcement, assertion, defense or preservation of Milestone's rights and remedies under this Agreement. In addition to all collection costs, including reasonable attorney fees, late payment penalties, as provided for in Section 3 (Usage Charges), shall apply. Milestone shall have the right to offset any amounts due from Customer against other funds or property of Customer held by Milestone. The foregoing remedies are cumulative, and any or all thereof may be exercised instead of or in addition to each other or any remedies at law, in equity, or under statute. No action taken, or not taken, and no right or remedy waived by Lessor under this Section 12 with respect to an Event of Default by Customer under this Agreement shall diminish or impair in any way any other rights or remedies that Milestone may have under this Agreement or applicable law or Milestone's right to assert the same right or remedy on a subsequent occasion that had previously been waived by Milestone on a prior occasion.

### **13. Repossession.**

If Customer fails or refuses to promptly return any Chassis to Milestone after demand therefor by Milestone, or if an Event of Default has occurred and is continuing, Milestone shall have the right to enter upon any premises where Chassis is located and take immediate possession of and remove such Chassis and shall be deemed Customer's agent for such purposes. If Milestone takes possession of any Chassis with other property contained in, upon or attached to such Chassis, Milestone may take possession of such property and sell, re-lease or otherwise dispose of any or all of such property, whether or not in Milestone's possession, in a commercially reasonable manner at public or private sale with notice to Customer (the parties agreeing that ten (10) days' prior written notice shall constitute adequate notice of such sale), with the right of Milestone to purchase and apply the net proceeds of such disposition, after deducting all costs of such disposition (including but not limited to costs of transportation, possession, storage, refurbishing, advertising and brokers' fees), to the obligations of Customer pursuant to this Agreement, with Customer remaining liable for any deficiency and with any excess being retained by Milestone.

### **14. Warranty Disclaimer and Remedy Limitation**

CUSTOMER ACKNOWLEDGES THAT MILESTONE IS NOT A SELLER, SUPPLIER OR MANUFACTURER (AS SUCH TERMS ARE DEFINED OR USED, AS THE CASE MAY BE, IN THE UNIFORM COMMERCIAL CODE), OR DEALER, NOR A SELLER'S OR A DEALER'S AGENT. MILESTONE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF ANY CHASSIS. CUSTOMER ACCEPTS EACH CHASSIS "AS IS" AND EXPRESSLY DISCLAIMS ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY MILESTONE OR ANY PERSONS ON MILESTONE'S BEHALF. MILESTONE SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR CHARACTER RESULTING FROM THE USE, MISUSE, RENTAL, POSSESSION OR OPERATION OF ANY CHASSIS USED BY CUSTOMER OR CUSTOMER REPRESENTATIVES.

### **15. Lost, Stolen or Destroyed Equipment**

Customer shall promptly notify Milestone in writing if a Chassis is lost, stolen or destroyed during the Rental Term. The Usage Charge shall continue to accrue until such time as Milestone receives the Casualty Value and all other amounts due for the Chassis. When a Chassis is lost, stolen or destroyed during the Rental Term, Customer must promptly provide notice to Milestone in accordance with the provisions of Section 17 (Notices) of this Agreement. If stolen, Customer shall immediately report the theft to local law enforcement authorities having jurisdiction, obtain a copy of law enforcement's incident report and provide it to Milestone immediately. If (a) the cost of repairing any damage in any Chassis, or of obtaining and installing parts, equals or exceeds the Casualty Value of the Chassis as specified in the Casualty Value, (b) the Chassis is detained, confiscated, stolen, lost, destroyed or damaged beyond economic repair

(the cost to repair exceeds the Casualty Value), (c) the Chassis is encumbered, mortgaged, or sold or (d) there is other action that affects Milestone's use and enjoyment of such Chassis, Milestone shall have the right to receive from Customer, and Customer shall be responsible to pay for, not as a penalty but as payment for the loss of the Chassis, the Casualty Value of such Chassis in addition to all other charges that are payable hereunder. The Casualty Value shall be payable in addition to, and shall not absolve Customer from the payment of, all charges payable by virtue of the non-use, detention, use and/or misuse of the Chassis during the period from the commencement date of the Rental Term until the earlier of (1) the return date of the Chassis in full compliance with the terms of this Agreement, or (2) the payment of the Casualty Value plus all accrued charges, as well as all costs incurred in recovering, and/or attempting to recover, the Chassis.

#### **16. Assignment**

Customer shall not transfer, encumber, lien, sublet, or assign (whether directly, indirectly, by operation of law or otherwise) any Chassis or this Agreement or any interest therein without, in each instance, the prior written consent of Milestone, which may be withheld in Milestone's sole discretion. Milestone may assign or transfer this Agreement without the consent of Customer and, after such assignment or transfer, upon notice to Customer, Milestone shall be released from all obligations under this Agreement. This Agreement shall be subject to and subordinate to any Milestone's financing or any lease agreement Milestone is a party to. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

#### **17. Notices**

Unless otherwise specifically permitted by the terms of this Agreement, any notice, request or demand given under this Agreement, whether or not required, shall be valid only if made in writing. Such notice shall be made only via overnight courier or certified U.S. mail, return receipt requested, and will be deemed effective upon dispatch. All notices to Milestone shall be sent to Milestone Equipment Company LLC, 1520 S. 5<sup>th</sup> Street, Suite 270, St. Charles, MO 63303, Attn: Milestone Chassis Pool Team with an email copy to [phil.shook@milecorp.com](mailto:phil.shook@milecorp.com) and [legal@milecorp.com](mailto:legal@milecorp.com). All notices to Customer shall be sent to the address provided by Customer in this Agreement.

#### **18. Applicable Law; Acceptance of Service**

This Agreement is to be governed by the laws of the State of Missouri, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Missouri. Customer hereby consents and agrees to the exclusive jurisdiction and venue of the state and federal courts of Missouri for any and all disputes, claims or other actions arising out of this Agreement. Customer hereby waives personal service of any legal process upon them arising, directly or indirectly, from this Agreement, and consents that service of process may be made by certified or registered mail, return receipt requested, directed to Customer, at Customer's address as provided in this Agreement, and service shall be complete two (2) calendar days after posting, as aforesaid in any claim or controversy, action or proceeding arising, directly or indirectly from this Agreement. Customer hereby waives any and all rights to a trial by jury on any claim arising in connection with this Agreement.

#### **19. Independent Contractor**

Each party is independent from the other party, and this Agreement does not establish a joint venture, partnership, agency or employment relationship between the parties. Customer shall have exclusive supervision and control over the operations of each Customer Representative as well as all vehicles used to perform transportation of the Chassis. Customer is responsible for the acts and omissions of any of the Customer Representatives. Milestone will not be considered the employer of such persons for any purpose. As between Customer and Milestone, Customer assumes any and all of the obligations and labor responsibilities with the Customer Representatives, including without limitation, salaries, wages and any other payment for services and materials, as well as contributions of social security and withholdings or payments of any taxes or other amounts from their compensation. No Customer Representative will have any right of recovery against Milestone or any Milestone Indemnitee.

#### **20. Entire Agreement; Amendment; Waiver; Severability; Dispute Resolution; Headings**

This Agreement may not be amended or modified orally. No amendment, modification or release from any provisions hereof shall be effective unless in writing and signed by both parties specifically stating it is an amendment to this Agreement. The failure of Milestone to require the performance of any provision of the Agreement or the waiver by

Milestone of any breach under this Agreement shall not prevent Milestone’s subsequent enforcement of such term, nor be deemed a waiver of any subsequent breach. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The parties will use commercially reasonable efforts to resolve disputes with respect to this Agreement. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Customer’s representations, covenants, and warranties, its obligations for the return of Chassis, payment of charges, indemnity obligations and all other obligations that have accrued, and all Milestone’s rights and remedies (and any other provision that by its nature should survive) shall survive any expiration or termination of this Agreement or return of the Chassis to Milestone. In the event of a conflict between any of the terms and conditions of this Agreement and the Milestone Pool Website, the terms and conditions of this Agreement shall control. Milestone may amend and modify the terms and conditions on the Milestone Pool Website from time to time by publishing such modifications on such Milestone Pool Website.

**21. Authority, Effectiveness, Electronic Execution.** By its execution of this Agreement, the Customer named in the signature block below acknowledges and agrees that (i) it consents to entering into this Agreement by electronic means, (ii) it will be bound by the terms and conditions of this Agreement and the terms and conditions on the Milestone Pool Website, and (iii) the person signing this Agreement has the necessary power and authority to bind Customer to the terms and conditions hereof and thereof. This Agreement may be executed (by scanned signature or other electronic means) in any number of counterparts and by different parties hereto or thereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together consist of but one and the same instrument.

IN WITNESS WHEREOF, the Customer and Milestone have caused this Agreement to be signed by their duly authorized representatives.

**Customer:**

**Milestone:**

**By:** \_\_\_\_\_

**By: Milestone Equipment Company LLC**

**Signed:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** Philip Shook

**Title:** \_\_\_\_\_

**Title:** Executive Vice President – Chassis and Containers



**EXHIBIT A**

**Pool Locations**

**Pool:**

Memphis Pool of Choice - MPOC

**Location:**

Memphis, Nashville (Huntsville), TN

## EXHIBIT B

### USAGE CHARGES

Subject to the Master Terms and Conditions for Milestone Pool of Choice Chassis (the “**Agreement**”), Milestone agrees to make available for use Chassis to Customer for the following Usage Charges shall be billed to Customer. Customer is responsible for maintenance and returning the unit to Milestone in the condition outlined in Exhibit D and the Agreement. Customer is responsible for the stipulated loss value of any chassis lost or destroyed as outlined in Exhibit C and the Agreement.

**Usage Charges:**

**Milestone Pool of Choice Chassis Pool Merchant Haulage (MH) Rate**

**Pool:**

Memphis Pool of Choice - MPOC

**Location:**

Memphis, Nashville (Huntsville),  
\$20.00

***All Chassis must be returned to origin start stop (Out-Gate) location. Failure to do so will result in continuous daily billing of Usage Charges.***

1. The number of days that such Chassis shall be deemed used for purposes of calculating the Usage Charge for such use shall be the number of days the motor carrier is in possession of the Chassis in any given month.
2. Usage Charges are subject to all applicable Taxes (e.g., state and local sales taxes).
3. Payment must be made within thirty (30) days from the date of invoice.

EXHIBIT C

CASUALTY VALUE SCHEDULE

Equipment Type	Value
<b>Chassis:</b>	
20' Slider	\$23,100.00
40' Gooseneck	\$23,450.00
40-45' Extendable	\$26,750.00
20' Triaxle	\$37,000.00
33' Triaxle	\$37,000.00
40' Triaxle	\$32,800.00
20/40' Combo Tandem	\$38,850.00
20/40' Combo Triaxle	\$42,200.00
40' Super Lightweight Gooseneck	\$25,300.00
40' Lightweight Gooseneck	\$25,300.00
40' Genset Lightweight Gooseneck	\$25,300.00
53' Domestic	\$23,800.00

*Values may change as manufacturing costs vary.*

## EXHIBIT D

### Milestone Damage Inspection Criteria

#### Customer Billable Damages:

- Blatant and intentional damage, such as missing parts (stripped taillights, etc.) is the Customer's responsibility and constitutes Customer billable damage.
- Obvious impact damage will be billed to the Customer.
- Tires damaged in accordance with FMCSA criteria are the Customer's responsibility, except flat-spotted tires as identified by the standards or guides of The Institute of International Container Lessors ("IICL") will not constitute Customer billable damage.
- Dragged tires that are dragged to the cord and show signs of abuse are billable to the Customer.
- Tire tread wear is allowed at 2/32". Customer will be assessed a charge of \$35.00 for each 1/32" of excess wear per tire. All Chassis shall have OEM radial tires and must be returned with OEM low rolling resistance tubeless radial tires (no recapped tires).
- Switched tires are subject to close inspection. If switched tire(s) are not equivalent to the original tire(s) in type, size, and quality, the Customer will be billed for the cost of a replacement tire.

## EXHIBITE

### MILESTONE OVER-THE-ROAD (“OTR”) REPAIR POLICY:

If OTR repairs are needed during normal business hours, the Customer or its motor carrier shall contact Milestone at:

- [ChassisOps@milecorp.com](mailto:ChassisOps@milecorp.com)
- Milestone office at 630-366-7380; or
- Cell 815-474-6713

If OTR repairs are needed outside of business hours, Customer may contact one of the below listed OTR service providers. Customer contacts an OTR vendor directly, Milestone must be on copy.

Customer or the motor carrier using the Chassis will email to the OTR vendor the chassis number, location and repair needed.

The OTR vendor will follow up with Customer, with Milestone on copy, with chassis number, ETA, also send an email that the mechanic has arrived and an email once repairs are completed describing what was repaired.

The OTR vendor must send Milestone ([ChassisOps@milecorp.com](mailto:ChassisOps@milecorp.com)) an email no later than 24 hours after repair letting Milestone know what was repaired with pictures and total cost. The OTR vendor must input all estimates, with photos, into the equipment repair tracking system used by Milestone.

#### Regional OTR Vendors

##### New York / Newark

##### Roadrunner Towing & Truck Service (24 hours Service)

[rrtruckandtow@gmail.com](mailto:rrtruckandtow@gmail.com)

201-538-0420

##### West Coast (Weekdays 8AM – 5PM)

##### Mobile Trailer Works (MTW)

Southern California - 323-722-3461

[Service@mtwusa.com](mailto:Service@mtwusa.com)

Oakland - 206-321-2477

[Oak-service@mtwusa.com](mailto:Oak-service@mtwusa.com)

Seattle - 206-321-2477

[Seattle@mtwusa.com](mailto:Seattle@mtwusa.com)

##### Memphis/Nashville (Weekdays 8AM – 5PM)

##### Container Maintenance

Memphis

Jody White, [Jody.white@mrs-cmc.com](mailto:Jody.white@mrs-cmc.com) 901-361-6400

Nashville

Steve Cook, [scook@mrs-cmc.com](mailto:scook@mrs-cmc.com) 615-719-5395

##### Chicago

##### Con Global Industries

Chicago – 7AM – 4:15 PM

Rich Wilkins, [rwilkins@cgini.com](mailto:rwilkins@cgini.com) 708-259-0545

##### South Atlantic

##### Reliable Fleet Service (Container Maintenance)

Charleston – 8AM – 5PM  
Stephen Contestabile, [scontestabile@reliablefleetservices.net](mailto:scontestabile@reliablefleetservices.net) 954-909-8730

Savannah – 8AM – 5PM  
Whitney Whitfield, [wwhitfield@reliablefleetservices.net](mailto:wwhitfield@reliablefleetservices.net) 912-657-3294

Jacksonville – 8AM – 5PM  
Jason Perry, [jperry@mrs-cmc.com](mailto:jperry@mrs-cmc.com) 904-654-5391

**Gulf Region**  
**Reliable Fleet Service (Container Maintenance)**  
Dallas – 8AM – 5PM  
Rosie Hurtado, [rhurtado@mrs-cmc.com](mailto:rhurtado@mrs-cmc.com) 214-316-4941

Milestone encourages Customer to use one of the above services for its OTR needs and establish an account with one of the above authorized OTR vendors to expedite its road call in the event of a failure.

**Liability of Expenses:**

1. Milestone will assume responsibility for road service expenses incurred by the Customer resulting from defective equipment or failure due to normal wear. Customer must issue an invoice for reimbursement within 30 days of the incident.
2. Customer will assume responsibility for expenses resulting from operational damage and neglect. In case of tire failure, including, but not limited to, impact breaks, cuts, curbing, dragging, run flat, skid flat, or tires that have been run on to a point where the original cause of failure can no longer be determined.
3. Destroyed or disintegrated casing, melted tubes or tire tube stems sucked into the casing are the Customer's responsibility.
4. Replacement parts must be new parts and tires must be new OEM tires. Used replacement parts or tires or recapped tires will not be accepted.
5. All repairs performed must meet appropriate IICL standards and applicable federal and state laws, rules, regulations and ordinances. Should repairs be deemed as substandard and do not bring the Chassis to its original condition as when the Chassis was Out-Gated, reimbursement will be denied and the Customer may be held liable to bring the Chassis to a conforming standard.
6. Milestone requires that all OTR services be reported to the local Milestone location within 72 hours of occurrence.