U.S. XPRESS, INC.
d/b/a U.S. XPRESS LOGISTICS
BROKERAGE TERMS AND CONDITIONS

Issued By:
U.S. XPRESS, INC.
4080 Jenkins Road
Chattanooga, TN 37421

INTRODUCTION

U.S. Xpress, Inc. d/b/a U.S. Xpress Logistics ("USX") is licensed as a Property Broker by the Federal Motor Carrier Safety Administration in Docket Number MC- 188121-B. Customers and shippers wishing to use USX to arrange for the transportation of their freight ("Customers") must enter into a written contract covering a series of shipments over a continuing period of time. All shipments arranged by USX other than those transported pursuant to a contract as referenced above are subject to these Terms and Conditions and any succeeding issues thereof. Contracts which are silent as to any of the provisions contained in these Terms and Conditions will be interpreted according to these Terms and Conditions and succeeding issues thereof.

The use of USX to arrange for transportation of a shipment shall be prima facie evidence of agreement on behalf of Customer and/or the party responsible for payment to be bound by these Terms and Conditions as well as any succeeding issues thereof.

If you have any questions regarding the use of USX brokerage services or regarding these Terms and Conditions, please call our offices at (866) 266-7270.

USX RESERVES THE RIGHT TO CHANGE AND/OR DISCONTINUE ANY OF THE PROVISIONS SET FORTH HEREIN BY ISSUING NEW TERMS AND CONDITIONS AND PUBLISHING IT AT http://www.usxpress.com/en/Services/Brokerage.aspx

1. BROKER. USX's responsibility shall be limited to arranging for, but not actually performing, transportation of Customer's freight. USX will arrange for the transportation of Customer's freight with motor carriers that are authorized to transport such freight pursuant to applicable regulations. Such motor carriers are independent contractors, have exclusive control over their drivers and employees, and are not agents, employees or authorized representatives of USX.

2. DELAY. USX shall not be liable for delay, or for damages arising from delay, for any reason and/or under any circumstances, unless agreed to between the parties prior to shipment tender in writing and signed by an authorized representative of USX.

3. FORCE MAJEURE. USX shall not be liable for any loss, damage, delay or failure to perform caused by acts of God, government or civil authority, inclement weather, fires, floods, construction, highway obstruction, traffic, accidents, interstate shut down, public enemy, inherent nature or vice of the cargo, strikes, labor disputes, lockouts, riot, war, or other causes beyond its control.

4. BILLS OF LADING. All shipments for which USX arranges transportation shall move under and be governed by the terms and conditions of the Standard Truckload Bill of Lading, regardless of any other form or receipt which may be issued by the consignor, and whether or not signed by a driver or agent of the carrier or of USXI. Non-conforming bills of lading shall be a receipt for goods only. Carrier, not USX, is to be named on the bill of lading as "carrier of record" and any designation of USX as the "carrier" shall be of no effect. Customer's or carrier's insertion of USX's name on the bill of lading shall be for Customer convenience only and shall not change USX's status as a property broker.

5. GENERAL COMMODITIES. USX shall arrange for the transportation of general commodities between points in the United States, except household goods, commodities in bulk, targeted commodities, commodities over One Hundred Thousand Dollars ($100,000.00) in value, and certain Hazardous Materials as set forth below. USX shall only arrange for the transportation of such commodities if agreed to between the parties prior to shipment tender in writing signed by an authorized representative of USX. Customer shall be responsible to USX for timely and accurate delivery instructions and description of the cargo, including any special handling requirements, for any shipment.

6. GOVERNING PUBLICATIONS. Except as otherwise provided herein, this publication is governed by the following publication(s) and series, including supplements thereto or reissue thereof:

Mileage Guide—ALK Associates PC Miler—Practical Miles (most recent version)

7. RULES AND OTHER PROVISIONS WHICH GOVERN. Except as provided in these Terms and Conditions or contracts governed by these Terms and Conditions, the rules and regulations herein apply in connection with the rates or transportation contracts making reference to these Terms and Conditions or reissues thereof. All shipments arranged by USX not transported pursuant to a contract are also subject to the provisions in these Terms and Conditions and any succeeding issues thereof. Contracts which are silent as to any of the provisions contained in these Terms and Conditions will be interpreted according to these Terms and Conditions, and succeeding issues thereof. USX is not bound to arrange transportation with any particular carrier in time for any particular market or markets, other than to arrange for the transportation of the freight with a licensed carrier with reasonable dispatch. Under no circumstances shall USX be held liable for any special, indirect, or consequential damages, regardless of the existence of reasonable forseeability, unless such liability is specifically and explicitly assumed in writing prior to shipment by an executive officer of USX. USX reserves the right to amend, add, and/or discontinue any of the provisions set forth herein.

8. HAZARDOUS MATERIALS. Customer shall comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in 49 CFR 171 et seq. to the extent that any shipments constitute hazardous materials. Customer is obligated to inform USX immediately if any such shipments do constitute hazardous materials. Customer shall defend, indemnify and hold USX harmless from any penalties, damages or liability of any kind, including reasonable attorney fees, arising out of Customer's failure to comply with the requirements of this section and/or applicable hazardous materials laws and regulations. Customer is solely responsible for all placarding needed for trailers that are loaded with hazardous materials, waste or substances and radioactive materials, waste or substances by a Customer. A minimum of 48 hours advance notice must be given to USX before tendering shipments advising the name of consignor, origin, consignee and destination. Material Data Safety Sheet Information must be clearly and completely listed on the bill of lading. USX will not arrange for the transport of the following commodities: Class 1.1, 1.2 or 1.3 Explosives; Class 5.2 Peroxides (Temp Control); Class 6.1 Poison Inhalation Hazard (A or B); Class 7 Radioactive (Yellow III Label Only); Class 2.3 Poison Gas; Radioactive Materials; Highway route controlled quantity of Class 7 Materials; Class 4.3 Materials; Dangerous When Wet; Explosives; more than 25kg (55 lbs) of a Division 1.1, 1.2, or 1.3 material; an amount of a Division 1.5 material requiring a placard under 49 CFR Part 172, subpart F; Toxic by Inhalation (Division 2.3 and 6.1) Materials; Hazard Zone A material in a packaging with a capacity greater than 1 liter (0.26 gallons); Hazard Zone B materials in a bulk packaging (capacity great than 450 liters [199 gallons]); Hazard Zone C or D materials in a bulk packaging having a capacity equal to or greater than 13,248 liters

(3,500 gallons); or compressed or refrigerated liquid methane or natural gas or other liquefied gas with a methane content of at least 85 percent in a bulk packaging having a capacity equal to or greater than 13,248 liters (3,500 gallons) for liquid or gases. USX reserves the right to refuse any shipment that it considers unacceptable for transit for any reason.

9. EXTENSION OF CREDIT. USX may extend credit to those Customers who, in the sole judgment of USX, are good credit risks. All charges shall be billed and paid in U.S. Dollars. Where credit is extended, the following provisions for payment of charges for arranging transportation shall apply:

(a) USX's invoices are due and payable within thirty (30) days of receipt;

(b) any unpaid invoice or portion thereof will be subject to a finance charge of one and a half percent (1.5%) perm month or, in the alternative, the maximum rate allowed by law, whichever is greater;

(c) Customer will be responsible for all costs and expenses associated with collection efforts, including but not limited to reasonable attorney's fees and expenses, if USX has to seek recovery by means of collection process or by litigation; and

(d) invoices shall not be subject to setoff under any circumstances.

10. FREIGHT CLAIMS. USX shall assist Customer in the filing and/or processing of claims with the carrier. If payment of claim is made by USX to Customer, Customer automatically assigns its rights and interest in the claim to USX so as to allow USX to subrogate its loss.
Customer must file claims for cargo loss or damage within nine (9) months from the date of such loss, shortage or damage, which for purposes of these Terms and Conditions shall be the delivery date or, in the event of non-delivery, the scheduled delivery date. Customer must file any civil action in a Court of Law within two (2) years and one day from the date the carrier or USX provides written notice to Customer that the carrier has disallowed any part of the claim in the notice.

11. UNDERCHARGE OR OVERCHARGE CLAIMS. Claims for alleged undercharge or overcharge shall be filed with the appropriate party within one hundred and eighty (180) days of the date of USX's invoice. Any action at law by either party to collect alleged undercharges or overcharges under the terms of this Agreement shall be commenced no later than eighteen (18) months after delivery of shipment.

12. LIMITS OF LIABILITY. It is understood and agreed that USX is acting as a broker and is not acting as a carrier and that USX SHALL NOT BE HELD LIABLE FOR LOSS, DAMAGE OR DELAY IN THE TRANSPORTATION OF CUSTOMER'S PROPERTY unless an authorized representative of USX agrees to assume such liability in writing prior to shipment tender. In no event shall USX be liable for any loss, damage or delay unless such was directly and solely caused by USX's grossly negligent acts or omissions in the performance of this Agreement. USX's liability to Customer for any claim shall be limited to the lesser of (1) Customer's actual damages, or (2) the revenue derived by USX from the single bill of lading accompanying the shipment giving rise to the claim. In no event shall USX's maximum liability for loss or damage to cargo exceed $100,000 per shipment. In no event shall USX be liable to Customer or anyone else for any special, incidental, indirect or consequential damages (including, without limitation: delay, plant shutdown, extra labor, air cargo, air charter, lost profits

or business opportunity). Further, any transportation or billing arrangements made by USX regarding transportation of goods to, from, or within Mexico (including quotation of through rates between points in the United States and points in Mexico) are made by USX solely for the convenience of Customer and Customer releases, and USX shall not be liable for, any cargo loss or damage or events occurring in Mexico. However, if such complete waiver of liability in Mexico is determined to be invalid or unenforceable by any court of competent jurisdiction, USX's liability for cargo loss or damage or events occurring in Mexico shall be valued pursuant to Mexican law as it pertains to damages. Both USX and Customer agree that all rights and remedies under Part B, Subtitle IV of Title 49 U.S.C. are waived to the extent they apply and to the extent they conflict with the provisions of these Terms and Conditions.

13. INDEMNIFICATION. Customer shall defend, indemnify and save USX, its affiliated entities, and the directors, officers, employees and agents of USX from and against any and all damages, losses, costs, expenses, claims, demands, liabilities, suits, or actions (including reasonable attorney fees) arising out of injuries to or the death of any person(s), or arising out of loss or damage to the property of any person(s), arising out of or resulting from the negligent acts or omissions or willful misconduct of Customer or any of its agents, subcontractors, or employees.

14. CUSTOMER OBLIGATIONS. Customer shall prepare and properly package all shipments appropriately for transportation by motor carrier and Customer warrants that any trailers or equipment tendered for transportation are not overweight or over-dimension. Customer shall ensure that the carriers arranged by USX shall have access to loading and unloading facilities for shipments and that all such facilities shall be maintained in good and safe condition and in compliance with all applicable laws and regulations. Customer shall waive and release USX from any and all liability for any loss or damage or injury to Customer property, Customer personnel, or Customer facilities.

15. CHOICE OF LAW AND VENUE. These Terms and Conditions shall be subject to and interpreted in accordance with the laws of the State of Tennessee, with the exception of any conflicts of law rules thereof. Exclusive jurisdiction shall be in the State and Federal courts with venue in Chattanooga, Hamilton County, State of Tennessee in any action to interpret or enforce these Terms and Conditions.

16. WAIVER. If USX fails to enforce, or waives the breach of any term or condition herein, such action or inaction shall not operate as a waiver of any other breach of such term or condition, nor of any part of these Terms and Conditions, nor of any other rights, in law or equity, or of claims which USX may have arising out of, connected with, or related to these Terms and Conditions.

17. SEVERABILITY. If any provisions of these Terms and Conditions are declared invalid by a court of competent jurisdiction, the remainder of these Terms and Conditions shall remain in full force and effect.