



## MASTER TERMS AND CONDITIONS FOR THE RENTAL OF CHASSIS

### 1. Scope of Agreement

These Master Terms and Conditions for the Rental of Chassis (this “**Agreement**”) sets forth the terms and conditions of Customer’s rental from Milestone Equipment Company LLC (“**Milestone**”) of intermodal chassis (individually and collectively, the “**Chassis**”) on ChassisFinder.com at the location(s) and for the quantities and rates specified and agreed to by Customer on Customer’s booking on ChassisFinder.com. In no event shall Customer have any right to any additional quantities or volumes of Chassis other than as specifically approved by Milestone. Customer shall not be deemed to have any exclusive rights under this Agreement. This Agreement does not convey to Customer any right, title, or interest in any Chassis other than the rights conferred herein.

### 2. Term

The term of this Agreement shall begin on the Date listed on the Rate Agreement (as defined in Section 4) and shall continue for the duration of the rental of any Chassis hereunder. This Agreement shall remain in effect with respect to all unreturned Chassis and Customer’s outstanding and surviving obligations under this Agreement. Any expiration, termination, or suspension (as described below) of this Agreement shall be without prejudice to all rights accrued by Milestone prior to the date of termination. Milestone may suspend Customer’s privileges under this Agreement for any breach of any provision of this Agreement or any failure of Customer to promptly pay amounts owed to Milestone pursuant to this Agreement. Milestone will use reasonable efforts to give Customer three (3) days’ notice prior to any suspension or “shut out”, and such suspension or “shut out” will remain in effect at Milestone’s discretion until such time as any breach is cured and/or any amounts outstanding are paid. Customer is subject to immediate suspension in the event its required insurance coverage lapses or terminates for any reason.

### 3. No Ownership Rights

Customer shall acquire no ownership rights of any nature by virtue of paying daily usage charges, cost of repairs or cost of transporting said Chassis or otherwise. Each Chassis shall, where appropriate, have Milestone’s serial numbers and other identifying marks affixed thereto, which shall not be obliterated or altered by Customer. Milestone shall pay registration and licensing fees for Chassis.

### 4. Usage Charges

Customer shall pay Milestone the daily usage charge as specified in the rate agreed by Customer on Customer’s booking on ChassisFinder.com (“**Rate Agreement**”), for the quantity of chassis specified in the Rate Agreement or the relevant equipment interchange receipt (the “**Equipment Interchange Receipt**” or “**EIR**”), together with all additional charges herein, from the date that Customer first accepts the delivery of the Chassis as stated in the EIR until the Chassis is returned to Milestone in accordance with this Agreement, including but not limited to Section 21 (Redelivery). The time period between the time that Customer first accepts delivery of the Chassis until the Chassis is so returned to Milestone is referred to herein as the “**Rental Term.**” Milestone reserves the right to change the daily usage charge by supplying Customer with an amended Rate Agreement. Customer shall not withhold any Chassis on account of any dispute as to rates and/or alleged failures by Milestone to comply with the terms of this Agreement. Customer hereby waives and releases (and shall ensure that its agents waive and release) all liens, encumbrances or charges with respect to any Chassis. Payment of all rent, repair, 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. Use charges for Chassis may vary from location to location. Therefore, Customer shall be required to execute more than one (1) Rate Agreement if Customer utilizes Chassis from more than one (1) location. Customer acknowledges that these rates may vary, and Customer agrees to pay all charges as billed by location unless Customer has a good-faith reason to dispute any individual invoice. However, all

invoice disputes must be tendered 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 Chassis at any Milestone location in the event Customer fails to pay any usage or repair invoice within thirty (30) days of the invoice date. No legal action may be brought by Customer relating to any repair, rent or other invoice issued by Milestone unless Customer brings such action within two (2) years after receipt of the invoice to which the dispute relates, and Customer expressly waives any claim not brought within that time limit.

**5. Good Repair and Working Order**

By accepting the Chassis upon delivery and/or having its agent or representative sign the EIR, Customer acknowledges receipt of Chassis in good repair and working condition.

**6. Intermodal Equipment Provider Regulations**

Milestone acknowledges that it is the registered Intermodal Equipment Provider (“IEP”) for all Chassis rented hereunder for the initial thirty (30) days of the Rental Term. In the event Customer retains any Chassis leased hereunder for a term in excess of thirty (30) days, Customer hereby acknowledges that Milestone shall cease to act as IEP for said Chassis. In terminating its IEP obligations, Milestone shall remove its name as IEP for said Chassis on all national IEP databases and any other legally necessary actions. Customer shall assume all IEP responsibilities for said Chassis on the thirty-first (31st) day of its possession hereunder, including but not limited to the obligation for systematic maintenance and repair of said Chassis.

**7. Damage**

Customer shall be responsible for the cost to repair damage to each Chassis (including tires) which occurs during the Rental Term, ordinary wear and tear excepted. In the event damage is discovered upon return of the Chassis, Milestone will arrange for repairs and assess any repair costs to Customer. Milestone shall assess damage in accordance with the Milestone Damage Inspection Criteria annexed hereto as Exhibit B, 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 policy, annexed hereto as Exhibit C, incorporated herein by this reference.

Where the 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. 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.

**8. 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 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 during the Rental Term. Customer shall promptly notify

Milestone of any citation related to any Chassis issued to Customer during the term of this Agreement 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 and will 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.

## **9. Use by Customer**

(a) Customer shall have right to use each Chassis in accordance with this Agreement during the Rental Term so long as no Event of Default (defined in Section 17) has occurred. Customer be responsible for supervising, directing and controlling the activities of all persons who are employed or engaged by or through Customer or who otherwise possess, operate or use the Chassis (each a “**Customer Representative**”) 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. No person operating, in possession of, or using any Chassis from the signing of the Equipment Interchange Receipt by Customer at the inception of this Rental Term and until such form is signed by Milestone acknowledging return of the Chassis to Milestone, shall be considered an agent or employee of Milestone for any purpose whatsoever.

(b) In the event Customer utilizes Chassis to transport loaded tank container(s), said tank container(s) shall only be carried on Chassis specifically designed for such use. If Customer utilizes non-tank chassis to transport any loaded tank container(s), Customer shall be strictly liable for any resulting personal injuries and/or property damage, including, but not limited to damage to any Chassis so improperly used, and agrees to indemnify, defend and hold Milestone harmless from all such damages. Customer shall not transport, load or store on any Chassis ultra-hazardous materials, medical wastes, hazardous wastes, radioactive materials, or explosives (collectively “**Hazardous Materials**”). If Milestone determines that Customer has used any Chassis for such purposes, in addition to Milestone's rights and remedies pursuant to Sections 17 and 18, Customer shall, at Milestone's sole discretion, restore such Chassis in accordance with this Section 9(b) or purchase such Chassis at its Casualty Value as set forth on the Casualty Value Schedule attached hereto as Exhibit A and incorporated into the Agreement by this reference.

(c) If any Chassis is damaged, contaminated, stained, soiled or tainted as a result of transporting, loading or storing approved Hazardous Material or any other substances, in addition to Milestone's rights and remedies pursuant to Section 17 and 18, Customer shall at Milestone's sole discretion, purchase such Chassis at its Casualty Value or promptly restore such Chassis at Customer's sole expense to its condition on the date of delivery and, if decontaminated, provide proof of such decontamination including, without limitation, methodology and pre- and post-decontamination sampling results. Milestone, in its sole discretion and at Customer's sole cost, may have any Chassis inspected and tested for any Hazardous Material or other substance by any inspector of Milestone's choosing. If Customer fails to restore any damaged, contaminated, stained, soiled or tainted Chassis within ten (10) business days of Milestone's demand therefor, Milestone may at its sole discretion require Customer to purchase such Chassis at its Casualty Value or restore such Chassis at Customer's sole cost.

(d) Customer represents that the Chassis used hereunder will be in the United States and will be used in Customer's transportation system. 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.

## **10. Tire-Related Obligations**

Milestone shall equip each Chassis with tires and tubes of proper size at the time that Customer first rents the Chassis (as shown on the EIR). Thereafter, until each Chassis is returned to Milestone, repairs to tires and tubes shall be made at the expense of Customer. In the event of a blowout or total failure of a tire or tube, Customer

shall furnish replacement tires and tubes of like size and quality, 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 or tube 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 and tube of like size and quality whichever is higher. If tires are ruined as a result of being run flat, it will be the responsibility of Customer to replace or pay for the tire so ruined.

#### **11. 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 agrees to pay all electronic toll charges and/or violations for any Chassis incurred during the Rental Term. Customer may authorize Milestone to pay said electronic toll charges and/or violations and rebill the Customer, including an additional administrative service fee.

#### **12. Indemnity and Liability**

(a) Customer agrees to defend, indemnify and hold harmless Milestone and its insurers 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 their liability is 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 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 Customer's 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.

(b) Milestone does not assume liability for any acts or omissions of Customer or its agents or employees 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 acts or omissions of the Chassis during the term of this Agreement.

(c) The provisions of this Section 12 (Indemnity and Liability) shall survive the termination, cancellation or expiration of this Agreement.

(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 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.

(e) If Applicable Law does not allow enforcement of indemnity obligations to the extent contained in this provision, the parties expressly agree that Customer will be obligated to indemnify each Milestone Indemnitee to the fullest extent allowed by Applicable Law.

(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 12. Customer will not settle any claim or proceeding brought by a third party against which Customer is obligated to defend any Milestone Indemnitee without the Milestone Indemnitee's prior written approval, which will not be unreasonably withheld or delayed.

### **13. Risk of Loss**

During the 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.

### **14. Insurance**

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 \$1,000,000 or greater, insuring all Chassis provided to Customer hereunder; (ii) Commercial General Liability insurance with a limit of \$1,000,000 per occurrence or greater; (iii) Commercial Automobile Liability insurance in an amount not less than \$5,000,000 combined single limit per occurrence for the carriage of hazardous substances as defined in 49 C.F.R. 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons, or in bulk Class A or B explosives, poison gas (Poison A), liquefied compressed gas, or highway route controlled quality radioactive materials as defined in 49 C.F.R. 173.403; (iv) Commercial Automobile Liability insurance in an amount not less than \$5,000,000 combined single limit per occurrence for the carriage of oil listed in 49 C.F.R. 172.101, hazardous materials and hazardous substances defined in 49 C.F.R. 171.8 and listed in 49 C.F.R. 172.101; (v) 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 rented hereunder; (vi) and Workers' Compensation insurance in an amount and form necessary to satisfy statutory requirements. The insurance set forth in this Section 14 (Insurance), except for Workers' Compensation insurance, shall name Milestone as an additional insured and loss payee and shall be primary to any and all other applicable insurance. Prior to taking possession of any Chassis, 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 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.

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 any Milestone Indemnitee's rights to indemnification or insurance hereunder, bar any claim by any Milestone Indemnitee for indemnity, or modify Customer's obligation to secure the coverage required under this Agreement or Applicable Law.

### **15. No Permissive Customers**

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.

### **16. 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 and shall pay all taxes (including sales and use taxes), assessments and similar charges, including any governmental fees and charges, on the use, transportation, repair or operation of each Chassis during the Rental Term. 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 and court costs. 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.

#### **17. 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 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, Customer has neglected, abused or misused any Chassis in any way. 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 of original on hire 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 daily usage charges and other sums due under this Agreement. Daily usage charges shall continue to accrue on Chassis in Customer's possession 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/or the collection of daily 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 4 (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.

#### **18. 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, upon prior written notice to Customer, 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.

#### **19. Credit Information**

Customer agrees to furnish Milestone with updated credit information, as may be requested by Milestone from time to time.

## **20. 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. BY EXECUTING AN EQUIPMENT INTERCHANGE RECEIPT, 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 RENTED BY CUSTOMER.

## **21. Redelivery**

Customer shall complete the use for which each Chassis has been delivered to Customer and return (the date of return for any Chassis is the "**Return Date**") said Chassis at Customer's sole cost and expense to the same location from which it was originally delivered unless Customer receives prior authorization from Milestone to return the Chassis to another location. The Return Date is subject to the minimum use days as outlined in the Rate Agreement. Each Chassis will be inspected for damage by a representative of Milestone upon return by Customer in accordance with the general return requirements attached hereto as Exhibit B, as may be amended from time to time, and is incorporated into the Agreement by this reference. The EIR will be deemed to establish, for all purposes, the Return Date and the condition of the Chassis on the Return Date. Chassis must be returned to Milestone with at least fifty per cent (50%) of the brake lining remaining from the amount indicated on the applicable outbound EIR. Excess wear shall be billed against the Customer's account. If Chassis are not returned in good operating condition in accordance with this Agreement, the Chassis shall remain on hire until Customer approves Milestone's damage estimate.

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 tires of like kind and quality. Customer shall inform Milestone of each tire replaced. All Chassis shall be returned to Milestone in roadworthy condition, ordinary wear and tear from proper use thereof excepted. 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, the Customer fails to redeliver the Chassis to Milestone. Any expenses incurred in connection with such recovery or drayage will be for the account of the Customer.

## **22. 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 daily usage charge shall continue to accrue until such time as written notice is received by Milestone and Milestone confirms receipt back in writing to Customer. 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 25 (Notices) of this Agreement, either by mail, facsimile or email. If stolen, Customer will report the theft to local law enforcement authorities having jurisdiction, obtain a copy of law enforcement's incident report and provide it to Milestone upon request. If (a) the cost of correcting 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 Schedule annexed hereto as Exhibit A (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 will have the right to receive from Customer, and Customer will 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. Customer shall pay to Milestone the Casualty Value of the Chassis within fifteen (15) days of its receipt of a casualty value invoice; provided, however, that in the event Customer fails to pay Milestone the Casualty Value for any such Chassis within fifteen (15) days

following notice to Customer of the Casualty Value, the subject Chassis shall be put back on-hire, retroactive to the date it was taken off-hire, and shall remain on-hire (and Customer shall continue to pay rent therefor) until Customer pays the Casualty Value to Milestone.

The Casualty Value will be payable in addition to, and will 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, 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.

### **23. Assignment**

Customer shall not assign (whether directly, indirectly, by operation of law or otherwise) this Agreement or assign or sublet any Chassis or any portion thereof without, in each instance, the prior written consent of Milestone. 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 binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

### **24. Sub-Leasing**

Customer shall not sublease or in any other manner permit any Chassis to go out of its possession without the prior written consent of Milestone, as shown on the Equipment Interchange Receipt or otherwise, and then only to the extent of said written permission. Any consent by Milestone to the subleasing of any Chassis shall be deemed an amendment to this Agreement, which must be signed by Milestone. If such consent is given by a clause in the Equipment Interchange Receipt, such clause must be separately signed by Milestone. In the event any Chassis is subleased by Customer, with or without the consent of Milestone, or otherwise comes into the possession of a party other than Customer, Customer shall remain fully liable and solely responsible to Milestone for the performance of all terms and conditions of this Agreement. Notwithstanding the foregoing, Customer shall be permitted to interchange Chassis in the normal course of its business to a connecting carrier provided: (i) Customer gives Milestone prior written notice of its intention to interchange the Chassis; (ii) Milestone gives credit approval of the connecting carrier and (iii) the connecting carrier expressly assumes, in writing, all of Customer's obligations under the terms and conditions of this Agreement; and (iv) the interchange is performed under the terms and conditions of the Uniform Intermodal Interchange and Facilities Agreement (the "UIIA") and both Customer and connecting carrier are parties to the UIIA.

### **25. 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, 1 East 22nd Street, Suite 801, Lombard, IL 60148, Attn: Legal Department with a copy to [legal@milecorp.com](mailto:legal@milecorp.com). All notices to Customer shall be sent to the address provided by Customer in Chassisfinder.com.

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

This Agreement is to be governed by the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. Customer hereby consents and agrees to the exclusive jurisdiction and venue of the state and federal courts of New York 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 ChassisFinder.com, 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.

**27. 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 any Milestone Indemnitee.

**28. Entire Agreement; Amendment; Waiver; Severability; Dispute Resolution; Headings** This Agreement, together with the applicable Equipment Interchange Receipt(s) and Rate Agreement(s), contains the entire agreement between the parties and supersedes all previous agreements, including the UIIA, with respect to the subject matter hereof. Use of the ChassisFinder website and system will be subject to ChassisFinder's Online Privacy Policy at <https://www.chassisfinder.com/Privacy> and the ChassisFinder Site Terms and Conditions at <https://www.chassisfinder.com/SiteTerms>. Regardless of whether they are required by law, any provision of Customer's tariff, terms and conditions, service guide, bill of lading or any other document which is inconsistent with the terms of this Agreement, or which addresses matters not addressed herein, are inapplicable to the parties to this Agreement with respect to the subject matter hereof. 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 either party to require the performance of any provision of the Agreement or the waiver by either party of any breach under this Agreement shall not prevent a 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. Obligations for the return of Chassis, payment of charges, obligations that have accrued, and rights and obligations under Sections 4, 7 -9, 11-13, 16-18, 20-22, and 26-28 (and any other provision that by its nature should survive) will survive any expiration or termination of this Agreement or return of the Chassis to Milestone. This Agreement may be executed (by facsimile, 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.

**EXHIBIT A**  
**CASUALTY VALUE SCHEDULE**

<b>Equipment Type</b>	<b>Value</b>
<b>Chassis:</b>	
20' Slider (23.5' Slider)	\$23,100.00
40' Gooseneck	\$22,700.00
40-45' Extendable	\$22,150.00
20'Triaxle	\$36,000.00
33' Triaxle	\$36,000.00
40' Triaxle	\$27,600.00
20/40' Combo Tandem	\$39,100.00
20/40' City Combo Tandem	\$32,800.00
20/40' Combo Triaxle	\$42,850.00
40' Super Lightweight Gooseneck	\$25,850.00
40' Lightweight Gooseneck	\$25,850.00
40' Genset Lightweight Gooseneck	\$25,850.00
53' Domestic	\$25,350.00

- The Casualty Value for any unit shall be calculated by taking the replacement cost for that type of unit and depreciating it by three and 15/100 percent (3.15%) per year for each full year (there shall be no depreciation for partial years) that the Chassis has been in service, provided that on no account shall a Chassis be depreciated below seventy-five percent (75%) of the replacement cost.

REPLACEMENT COSTS MAY CHANGE AS MANUFACTURING COSTS VARY.

## **EXHIBIT B**

### **Milestone Damage Inspection Criteria**

#### **Customer Billable Damages:**

- Blatant and intentional damage, such as missing parts (stripped taillights, etc.) is the Customer's responsibility.
- Obvious impact damage will be billed to the Customer.
- Tires damaged in accordance to FMCSA criteria are the user's responsibility, except flat-spotted tires as identified by the standards or guides of The Institute of International Container Lessors ("IICL") are not 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" per contract year. Customer will be assessed a charge of \$25.00 for each 1/32" of excess wear per tire. Chassis leased with O.E.M. standard tires must be returned with O.E.M. standard tires. Chassis leased with O.E.M. radial tires must be returned with O.E.M. radial tires. Milestone will not allow mismatching of standard and radial tires.
- Weather checked or dry tires are not the Customer's responsibility.
- 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.

## EXHIBIT C

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

Customers may contact one of the following over the road (“OTR”) service providers for any OTR failures to include mechanical or tires that are not related to damage caused by the Customer.

If OTR repairs (OTR) are needed during normal business hours, the motor carrier should contact Milestone at;

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

Secondly, Milestone allows a Customer to contact the OTR vendor directly with Milestone on copy.

Customer or the motor carrier using the Chassis will need to supply the chassis number, location and repair needed.

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

The OTR vendor will 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 Customers to use one of these services for your OTR needs and establish an account with one of these authorized OTR vendors to expedite its road call in the event of a failure. Milestone cannot accept any invoices or claims from any other service provider.

**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 and tear. In the case of tire failure, this will include peeled retreads holding air, casing and tread separations.
2. Customer will assume responsibility for expenses resulting from operational damage and neglect. In case of tire failure, this will include failure due to, 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 will be 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. A Customer who continues to drive after a tire has lost air and gone flat will often cause the failure of

the adjacent tire due to overload, as that one tire cannot carry the load for both tires alone. In such cases, one tire (the 1st to fail) will usually appear run flat, or destroyed, while the other (2nd tire to fail) will appear as a casing failure, separation, peeled cap, or may even become destroyed as well. In these circumstances the driver will be held accountable for the second tire and the first tire to fail will only be accepted as a Milestone responsibility if and only if the original cause of failure can be identified as an owner's responsibility.

6. The Customer will be responsible for cost arising from OTR. If it is the opinion of the Customer, that the road service repairs were due to equipment failure and are Milestone's responsibility, the Customer may pursue reimbursement by submitting a claim to the Milestone location where the Chassis was originally picked up from. The Customer will be responsible for returning the failed parts/tires to the original pick up location at the time of submitting a claim. The parts/tires will be inspected to determine probable cause upon receipt by Milestone location. Customer must submit copies of all road service vendors invoices and receipts to be submitted for reimbursement consideration. Milestone will only accept responsibility for failures resulting from defective Chassis and no other ancillary costs that may be associated with the OTR service.
7. All repairs performed need to meet appropriate IICL standards. Should repairs be deemed as substandard and do not bring the Chassis to its original condition as when the Chassis was first picked up, reimbursement will be denied and the Customer may be held liable to bring the Chassis to a conforming standard.
8. Milestone requires that all OTR services be reported to the local Milestone location within 72 hours of occurrence and any invoicing must be within 30 days of occurrence.