

## Temperature Controlled Handling

- a. Service Provider will comply with handling instructions provided by the shipper, consignor or consignee (including such instructions that may be passed through to Service Provider by Expeditors) including, but not limited to, compliance with requirements related to transportation of temperature-controlled shipments. Without in any way limiting the generality of the foregoing, Service Provider shall ensure that any shipments requiring controlled temperature transit are maintained at all times within required temperature ranges.
- b. If goods are tendered to Service Provider and a reasonable person would understand that the goods require controlled temperature transportation, and Service Provider has not been provided instructions regarding controlled temperature goods, Service Provider shall request and obtain such instructions prior to loading the goods. If Service Provider receives contradictory or confusing instructions regarding any shipment, Service Provider must resolve the contradictory or confusing instructions prior to accepting the shipment for transport.
- c. With respect to cargo requiring controlled temperature transportation, Service Provider shall abide by the following: (i) Service Provider shall perform regularly scheduled maintenance on any refrigeration unit used to transport cargo pursuant to this Agreement in accordance with manufacturer recommendations, and shall maintain records of such maintenance; (ii) Service Provider shall ensure all refrigeration units are sufficiently fueled; (iii) Service Provider is responsible to ensure pre-cooling of all transportation equipment prior to pick-up; (iv) Service Provider shall ensure that all trailers are equipped with functioning temperature monitoring devices capable of demonstrating that required temperatures were maintained during the entire period of transit; and (v) Service Provider will only use refrigeration equipment capable of producing a downloadable report demonstrating that required temperatures were maintained throughout the entire period of transit, which reports will be maintained for at least three (3) years after delivery and provided to Expeditors or its Customer upon request.
- d. Service Provider represents that each driver utilized by it shall be competent to manage the loading and transportation of the goods subject to this Agreement.
- e. Service Provider shall secure shipments with a serialized seal. Service Provider shall ensure that the serialized seal number appears on the bill of lading or other form of manifest or receipt. Service Provider shall be solely responsible for maintaining seal integrity during transportation of the shipment. Except as is required by law enforcement personnel, under no circumstances shall Service Provider or any of its personnel break any seal without the express consent of Expeditors. Service Provider shall immediately notify Expeditors to report a missing or broken seal.
- f. In the event that law enforcement personnel require that Service Provider break any seal on any shipment, Service Provider shall document such fact on the bill of lading or other form of manifest or receipt by noting the law enforcement agency, time, location, and officer name and badge number. Upon completion of inspection by law enforcement personnel, Service Provider personnel shall immediately re-seal the shipment with a serialized seal and shall indicate the second seal number on the bill of lading or other form of manifest or receipt. Furthermore, Service Provider shall, as soon as reasonably possible

after being required to break a seal by law enforcement personnel, communicate such fact to Expeditors and, if not Expeditors, the consignee of the shipment.

- g. Service Provider agrees that food that has been transported or offered for transport under conditions that are not in compliance with the load handling instructions, as provided to Service Provider, including loads delivered with a broken, missing or unreadable seal, may be considered adulterated or contaminated within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C § 342(i), and its implementing regulations. Service Provider understands and agrees that adulterated shipments may be refused by the consignee or receiver, upon their delivery, at destination and Service Provider shall bear sole risk of rejection of cargo arising from or related to broken, missing or unreadable seals or failure to comply with load handling instructions.
- h. With respect to transportation governed by regulations of the Food and Drug Administration (“FDA”) codified at 21 C.F.R. Part 1.900, and regardless of whether such FDA regulations apply to Service Provider, Service Provider shall be responsible for the safety and sufficiency of all items used in the transportation of the goods, including all vehicles and Transportation Equipment as defined in such regulations. Service Provider is responsible for all sanitary conditions during transport. Service Provider must confirm the vehicle and Transportation Equipment: (i) is in appropriate physical condition to transport the goods tendered; (ii) is dry, leak proof, free of harmful or offensive odor, free from pest infestation and free from evidence of prior cargo that could render the shipment unsafe; and (iii) shall never have been used to transport any waste (whether hazardous or not), refuse, garbage, rodenticide, pesticide, or insecticide.