

USA 100-A  
LESS THAN TRUCKLOAD (LTL)  
TERMS AND CONDITIONS

The Customer ("**Customer**") and USA Truck, Inc., a Delaware Corporation "USA", in consideration of USA's granting the Customer credit privileges and carriage service in exchange for compensation to be paid by Customer hereby agrees as follows:

1. Parties. Customer is a Shipper and/or Consignee of certain goods it wishes to have transported. USA is a Registered Broker of Freight as authorized under 49 U.S.C Sec. 13904. USA is not acting as either a Motor Carrier or a Common Carrier Within the meaning of U.S.C. Title 49. USA contracts with various freight carriers ("**Carriers**") and brokers on behalf of the Customer for the purpose of obtaining discounted rates for transportation. USA reserves the right, in its sole discretion, to refuse any shipment at any time. USA and the Customer may be collectively referred to as the "**Parties**" or individually either may be referred to as "**Party**" in these terms and conditions.
2. Tariffs. In the event of a conflict in the terms and conditions contained herein and an applicable Tariff ("**Tariff**") then in effect with a selected carrier, in every instance the Tariff shall take precedence and control in the interpretation of the rights and obligations of the Parties. If no conflict exists with respect to the brokered Carrier's Tariff, these terms and conditions shall control. Customer is responsible for requesting and reviewing Tariffs in effect with a designated Carrier. USA is not obligated to provide copies of brokered Carrier Tariffs, or any information contained therein, to Customer.
3. Bills of Lading. The Customer shall use USA's LTL Quoting system-generated Bill of Lading ("**BOL**"). The Customer shall cause to be completed all the appropriate documents required for carriage, in light of the services being sought, and the pick up or destination requested. In the event the Customer fails to timely and properly complete the appropriate documents, the Customer hereby instructs USA, where permitted by law, and USA may at its option, but without obligation, complete, correct or replace the documents for them at the expense of the Customer. If a substitute form of BOL is needed to complete delivery of this shipment for any reason and USA completes that document, the terms of the completed BOL will govern and USA will be exonerated from all liability for undertaking such actions on behalf of the Customer including specifically liability for, in whole or in part, negligence by USA. All Bills of Lading are non-negotiable and have been prepared by USA on behalf of the Customer in accordance with the Customer's instructions and approved by the Customer, and shall be deemed, conclusively, to have been prepared by the Customer. The Customer is required to provide the BOL to the Carrier designated by USA. Any failure to provide the proper BOL to the designated Carrier shall render the entire transaction void ab initio. USA shall have no obligation to make any payments or honor any rate quotes in any of the following instances: (i) the unauthorized alteration or use of bill of lading, or (ii) tendering of shipments to any carrier other than that designated by USA, or (iii) the use of any bill of lading not authorized or issued by USA.
4. Customer Representations and Warranties to USA. The Customer represents and warrants that at all times during the term of this Agreement, it will be in compliance with all applicable laws, rules, and regulations ("**Laws**") including applicable Laws relating to customs, import and export required by country to, from, through or over which the shipment may be carried. The Customer agrees to furnish such information and complete and attach to the BOL such documents as are necessary to comply with such Laws. Any individual or entity acting on behalf of the Customer in scheduling shipments or undertaking any other performance hereunder warrants and represents that he, she or it has the right to act on behalf of and legally bind the Customer. USA assumes no liability for any loss or expense due to the failure of the Customer to comply with this paragraph and Customer shall indemnify and hold USA harmless for any claims or damages resulting from violation of this paragraph, including attorney's fees and costs.
5. Payment. All charges are payable in US Dollars and are due and payable thirty (30) days from the date of billing (net/30). Past due payments shall incur a late payment penalty of seventeen percent (17%) of the unpaid amount plus all costs of collection. All funds received by USA will be applied to the oldest (based on pick-up date) invoiced BOL that is outstanding. Overpayments do not accrue interest. In the event this Agreement is placed by USA in the hands of an attorney or collection agency for collection, Customer agrees to pay, in addition to the account balance, all collection costs including reasonable attorney's fees, (including such fees and costs incurred in the successful defense of any cross-claim or counterclaim brought against USA).
6. Credit Approval. Payment terms and credit limits are subject to credit approval, which shall be determined from time to time, in the sole and absolute discretion of USA. The Customer grants USA the right to perform such credit and background searches as USA deems necessary. When paying by credit card or electronic funds, the Customer agrees it will be responsible for all charges due and owing, including any adjustments, on account of such Customer's shipment. The Customer authorizes USA to charge the Customer's credit card or bank account for any charges.
7. Determination of Charges. The Customer shall be liable for all charges payable on account of such Customer's shipment. Such charges may include transportation, fuel and other applicable accessorial charges, all adjustments issued by the carrier(s) after the shipment, and all duties, customs assessments, governmental penalties, fines and taxes. USA reserves the right to amend or adjust charges and to re-invoice the Customer in the following events: (i) if the original quoted amount was based upon incorrect information provided by the Customer, or (ii) if additional services by the carrier were required, or (iii) if the Customer authorized the carrier to perform the pick-up, transportation and delivery functions other than contemplated by the BOL. Any disputes by customer of any invoice issued by USA shall be made in writing, specifically indicating the nature of the dispute and received by USA at their offices within 30 days from the date of the invoice. In the event USA does not receive timely written notice of the dispute, the charges will be conclusively presumed to be valid. Customer authorizes USA to advise third parties of asserted liens and to hold possession of any shipment against which a lien is asserted.

8. Claims and Limitations of Liability. USA is not liable for any loss, damage, mis-delivery or non-delivery caused by: (i) the act, default or omission of a Carrier, the Customer or any other party who claims interest in the shipment, or (ii) the nature of the shipment or any defect therein, or (iii) a violation by the Customer of any provision of this Agreement, the BOL, the carrier's Tariff, including, improper or insufficient packing, securing, marking or addressing, or (iv) failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions, or (v) acts of God, perils of the air, public enemies, public authorities, acts or omissions of Customs or quarantine officials, war, riots, strikes, labor disputes, shortages, weather conditions or mechanical delay or failure of vehicles, aircraft or other equipment, or (vi) the acts or omissions of any person other than employees of USA; or (vii) the selection of carrier for a particular shipment. Customer acknowledges that in order to provide competitive rates for the services, that the parties have agreed as a material term of this Agreement that the burden of any loss or damage incurred as a result of USA's alleged liability has been shifted to the Customer, and that in any event the maximum amount of USA's liability is limited to the fees that USA has earned with respect to the subject shipment. Customer specifically acknowledges that USA shall have no liability for negligent acts or omissions of its employees except to the extent such actions or omissions constituted gross negligence. The Customer will look solely to the Carrier for loss and damage to goods in transit. Each Carrier's governing Tariff will determine the standard cargo liability coverage offered on any shipment, subject to any exception value. If the shipment contains freight with a predetermined exception value, as determined by the selected carrier, the maximum exception liability will override the liability coverage otherwise provided by the Tariff. The Customer acknowledges a claim for damages does not relieve it for payment under the terms of this Agreement. Timely payment is a condition precedent to the processing of a damage or insurance claim. All freight cargo claims should be submitted immediately to USA to help ensure timely resolution. USA will attempt to assist in the resolution of freight claims, but has no responsibility or liability therefore. Where a damage claim is submitted with Carrier on behalf of Customer, USA has a lien on any amounts recovered to the extent of open past due invoices on the Customer's account. USA may have optional Shippers Interest Contingent Cargo Liability Insurance ("**Third Party Insurance**") available for purchase by the Customer. USA has no responsibility or liability with respect to the issuance or denial of Third Party Insurance, or in the payment or denial of claims. In the event that USA is found to be directly liable for any loss, damage, or delay to shipments, in no event shall USA's liability for cargo loss, damage, and delay exceed the lesser of the actual value of the shipment or \$100,000. per shipment, or \$25 per pound per piece (.10 per pound for items other than new), or the lowest released rate applicable.

9. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, USA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO SHIPMENTS, WAREHOUSED GOODS, ITEMS IN TRANSIT OR DELIVERIES OR WITH REGARD TO THE INFORMATION PROVIDED ON THIS WEBSITE OR SERVICES RELATED TO TRANSACTIONS CONDUCTED ON THIS WEBSITE. USA CANNOT GUARANTEE DELIVERY BY ANY SPECIFIC TIME OR DATE. IN NO EVENT, SHALL USA BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES RELATING TO LOSS OF PROFITS OR INCOME, WHETHER OR NOT SUCH DAMAGES WERE REASONABLY FORESEEABLE.

10. Rates. "Less than Load" Rates ("**LTL**") rates are based on the freight class as determined by the National Motor Freight Classification ("**NMFC**") and are weight based. All displayed transit times are estimates only and do not include day of pickup. LTL pickup dates are not guaranteed. Customer must tender the ordered load to Carrier at the agreed upon rate, or pay a \$150.00 "truck ordered, not used" penalty. All displayed transit times are estimates only and do not include day of pickup. Pickup dates are not guaranteed.

11. Guaranteed Services. USA will broker LTL Guaranteed Services for additional charge, if requested by the Customer. LTL delivery times generally do not begin to run until the day after the pickup of the shipment, except as otherwise noted by the carrier selected. Guaranteed Service transit times do not include holiday and/or "no service" days as defined by the individual carrier. The Customer is liable for all charges related to the shipment. In the event of a carrier's failure to comply with the guaranteed service requested, the Customer shall have fourteen (14) days from the actual delivery date of shipment to deliver a written claim request to USA. If USA does not timely receive a claim request within said fourteen (14) days, the service provided by the LTL carrier will be deemed to have met all guaranteed service standards and the claim request will automatically be considered invalid and denied. In the event of the Carrier's failure to comply with the guaranteed service requested and after the Carrier has agreed to liability and has paid the amount awarded to Customer to USA, USA will credit the account of the said Customer with such amount awarded and paid by the Carrier. In no event shall USA be liable nor will any account be credited if the Customer does not use the USA generated BOL.

12. Attorneys' Fees. Should any proceeding (including arbitration) or litigation be commenced between the Parties hereto concerning the these terms and conditions, or the rights and duties of the Parties hereto, the prevailing party in such proceeding or litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for the prevailing party's attorneys' fees.

13. Remedies. In the event of a breach of these terms hereof by any party, the other Party, shall have all rights and remedies available at law, in equity, or under these, except as otherwise limited herein.

14. Governing Law; Forum; Venue. Any disputes between Customer and USA shall to interpret or enforce these terms shall be commenced and maintained in a Court of Competent jurisdiction in the State of Arkansas and each of the Parties consents to jurisdiction and venue in such Court for such purposes.

15. Severability; Integration. The inapplicability or unenforceability of any provision of these terms and conditions shall not limit or impair the operation or validity of any other provision of these terms and conditions. These terms and conditions and the documents incorporated herein by reference, constitutes and embodies the full and complete understanding and agreement of the Parties hereto and supersedes all prior understandings, whether oral or written. No representation, promise, inducement or statement of intention has been made by any Party hereto which is not contemplated by or embodied in these terms and conditions, and no Party hereto shall be bound by or liable for any alleged misrepresentation, promise, inducement or statement of intention not so set forth.