

MODE TRANSPORTATION, LLC
FOOD TRANSPORTATION REQUIREMENTS

These food transportation requirements apply to each carrier that transports a Food Shipment (as defined below) and to each broker that arranges for the transport of a Food Shipment (referred to herein as "CARRIER") for MODE Transportation, LLC, Sunteck Transport Co., LLC, TTS, LLC, HA Logistics, LLC and Avenger Logistics, LLC, in addition to any and all subsidiaries or related entities of the above-state entities and/or the parent entity (referred to herein as "BROKER"). These requirements follow the issuance by the Food and Drug Administration (FDA) of the Sanitary Transportation of Human and Animal Food Rule, as promulgated under the Food Safety Modernization Act, currently codified at 21 USC 2201 (Chapter 27) and the Food, Drug & Cosmetic Act, currently codified at 21 USC 2201 (Chapter 9).

1. Carrier will comply with the laws and regulations governing the safe and secure transportation of shipments consisting of groceries or foodstuffs that will ultimately be consumed by humans or animals including, without limitation, finished food products, raw materials and ingredients contained in such food and dietary supplements and for any other shipment of finished food product, raw material, ingredients and dietary supplements as the shipper of such goods may require ("Food Shipments"), including those required by local, provincial, state and federal laws, regulations, ordinances and rules including, but not limited to, the Food Safety Modernization Act (21 U.S.C. § 2201, et. seq.), the Federal Food, Drug and Cosmetic Act (21 U.S.C. § 341, et seq.), the Sanitary Food Transportation Act (49 U.S.C. 5701, et seq.), the U.S. Food and Drug Administration's Final Rule on the Sanitary Transportation of Human and Animal Food (21 C.F.R. § 1.900, et seq.), all applicable U.S. Department of Agriculture and Food Safety and Inspection Service regulations, and any other statutes, rules or regulations, which by example only, include Carrier ensuring that all equipment Carrier uses for a Food Shipment is clean, odor-free, dry, leak-proof and free of contamination and infestation or any other material that could cause a Food Shipment to become unsafe or adulterated and is otherwise safe to transport a Food Shipment and has not been used to transport refuse, garbage, trash or solid or liquid waste of any kind whatsoever, whether hazardous or non-hazardous (collectively, the "Food Safety Requirements").
2. Carrier shall also comply with all shipper specific requirements provided to Carrier by Broker or the shipper (or any agent, designee, customer or supplier of the shipper) of any Food Shipment, which requirements may be in addition to or more specific than the Food Safety Laws or the requirements set forth in this Food Safety Addendum (collectively referred to as the "Shipper Requirements"). If any Shipper Requirements, Food Safety Requirements or other requirements in this Food Safety Addendum are confusing or contradictory, or Carrier does not otherwise understand any such requirements, Carrier must resolve such confusion, contradiction or lack of understanding prior to accepting a Food Shipment for transport. Carrier must confirm if a shipment is a Food Shipment unless it is otherwise identified as a Food Shipment on the load tender or dispatch to Carrier from Broker.
3. Carrier is responsible for the sanitary conditions of Food Shipments during their transportation and the Shipper Requirements, including without limitation any temperature set point or temperature range. Carrier shall apply all written instructions to future Food Shipments of the same goods tendered for the same Shipper, unless instructed otherwise in writing. Any sealed Food Shipment shall be delivered with the origin seal intact and unbroken or, if during transport of a Food Shipment, the origin seal was removed as mandated by an authorized government authority or approved by shipper, then with a valid, shipper-approved replacement seal. If Shipper's or a vendor's instructions require a cargo seal, the lack of a seal or seal irregularities shall be sufficient to consider the shipment unsafe and a total loss.
4. Carrier shall verify the temperature of Food Shipments before loading. Carrier must write the recorded temperature on shipping document(s) used by the parties for the pick-up, transport, or delivery of goods, including without limitation any Bill of Lading ("Shipping Document"). In the event Carrier is unable to verify the temperature due to restrictions imposed by the Shipper, consignor, consignee or due to the physical circumstances of loading, Carrier is excused from performing such verification provided such restriction is noted on the Shipping Document. The foregoing exception shall not relieve Carrier of compliance with any other provision of these requirements.
5. Carrier represents and warrants that all Equipment (as defined in the Food Safety Requirements and herein) used in transporting Food Shipments is in a safe and sanitary condition and appropriate for performance of the Services for Food Shipments, including but not limited to that the Equipment is free from contamination, pest infestation, and evidence of prior cargo that could render the Food Shipments unsafe. If Carrier transports partial load shipments (also known as less-than-truckload, or LTL, shipments), Carrier shall conduct appropriate inspections and take necessary actions upon receiving the first shipment and each subsequent shipment to ensure that (a) the Equipment remains in safe and sanitary condition; (b) any Food Shipments will not be contaminated by any previously or subsequently loaded cargo; and (c) the temperature of any temperature-controlled Food Shipment will not be materially disrupted. When required by and as specified in Shipper's and/or a vendor's instructions

or Shipping Document, Carrier must ensure that the cold storage compartments are prepared for safely transporting the Food Shipments. Carrier must set temperature controls to pre-cool mechanically refrigerated cold storage compartments before offering equipment with auxiliary refrigeration units for transportation of Food Shipments requiring temperature control and set the operating temperature to ensure the Food Shipments at all times are maintained at the temperature set point or within the temperature range specified on the Shipper's instructions or Shipping Document.

6. Immediately upon request or as promptly as practicable thereafter, Carrier will provide Shipper and/or the vendor:
 - a. Evidence of the operating temperature of Food Shipments maintained during Services in the manner acceptable to Shipper and/or the vendor;
 - b. Documented written processes for maintaining food safety, including maintenance of temperature control, and cleaning, sanitizing, and inspecting Equipment;
 - c. Evidence of transportation traceability, including information regarding:
 - d. Previous cargo hauled in bulk or in other Equipment; and
 - e. Maintenance and intervening cleaning procedures for docks and Equipment.
 - f. Appropriate training processes for each person under Carrier's supervision or control involved in providing the services; and
 - g. Evidence that the Food Shipments have not been adulterated and have been transported under sanitary conditions to protect the shipments against temperature abuse or excessive fluctuations and any physical, chemical, or microbial contamination.
7. Carrier agrees to maintain all documentation and records related to the transport of Food Shipments, including Carrier documentation recording personnel training and Equipment cleanings, sanitization and inspections, and the safe and sanitary transport of Food Shipments, and shall make the records available to Shipper and/or the Broker upon request.
8. Carrier will be directly and primarily liable to Shipper for the result of breach of any of the foregoing requirements specified in these terms. The determination regarding the acceptability, salvageability and/or the adulterated status of Food Shipments transported by Carrier shall be within the sole discretion of Shipper and shall be binding on Carrier.

Updated: November 3, 2020