



WERNER ENTERPRISES, INC.
BROKERAGE STANDARD TERMS & CONDITIONS

These Brokerage Standard Terms & Conditions govern the provision of property brokerage services ("Services") by Werner Enterprises, Inc. ("Broker") that are not governed by a signed, written agreement between the customer ("Client") and Broker.

(1) **Services.** Broker will use third party motor carriers ("Carriers") to provide the Services. Compliance with laws, rules and regulations is the responsibility of the Carriers, and beyond the control of Broker. Broker's responsibility shall be limited to arranging for, but not actually performing, transportation of Client's lading. Client's insertion of Broker's name on the bill of lading shall be for Client's convenience only and shall not change Broker's status as a property broker. Broker shall maintain contracts between Broker and Carriers and shall obtain (1) a current copy of each Carrier's operating authority issued by the Interstate Commerce Commission, (2) a certificate of insurance evidencing that each Carrier has and maintains insurance in compliance with applicable laws, and (3) a copy of each Carrier's most recent safety rating issued by the U.S. Department of Transportation, if a safety rating has been issued.

(2) **Billing.** All invoices will be due and payable within seven (7) days of receipt by Client unless Client has established alternative credit terms with Broker.

(3) **Limitation of Liability.** Broker shall not be liable for any loss, claim, liability, or damage unless proximately caused by the gross negligence or intentional misconduct of Broker and resulting from Broker's discharge of the Services. Broker shall not be liable for any cargo loss, damage, or delay, arising from any cause whatsoever. IN NO EVENT SHALL BROKER BE LIABLE FOR INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT REASONABLY FORESEEABLE.

(4) **Termination.** Broker may discontinue providing Services at any time, without liability or notice to Client, provided that Broker shall be obligated to complete any Services already undertaken at the time of discontinuation.

(5) **Applicable Law.** The Services shall be governed by the laws of the State of Nebraska, except its conflicts of laws provisions, unless specifically superseded and preempted by applicable federal laws and regulations.