

**TQI INC. DBA FORWARD AIR TRUCKLOAD SERVICES
TRUCKLOAD HAZMAT SCHEDULE**

GENERAL

Upon prior notice from any customer tendering goods (each, "Customer"), TQI Inc. dba Forward Air Truckload Services ("FORWARD AIR TLS"), will accept for ground transportation only truckload, and not less-than-truckload, shipments ("Shipments") of materials defined as hazardous materials as per 49 CFR Parts 100 to 185 ("Hazmat"), subject to the terms, conditions, and limitations of this Truckload Hazmat Schedule (this "Schedule").

Customer warrants that all Accepted Hazmat Shipments (as defined below) shall comply with this Schedule, all applicable Hazmat rules and regulations for the applicable type of service, and all other health, safety, and security regulations. All Accepted Hazmat Shipments shall be properly packaged, marked and labeled, and clearly identified. No Hazmat shall be tendered to FORWARD AIR TLS for transportation without prior written agreement of FORWARD AIR TLS.

Customer warrants that it shall comply with all applicable laws as well as supply chain security recommendations and guidelines issued by FORWARD AIR TLS for the tendering of Accepted Hazmat Shipments by truck and, when relevant, for furtherance by air.

FORWARD AIR TLS reserves the right to open, inspect, and re-seal any cargo tendered by Customer without incurring any fine or liability. This right shall be exercised upon probable cause or as required by applicable safety and security regulations and requirements.

Customer agrees and warrants that it, the shipper, and/or the owner of the goods shall retake possession and properly dispose of Hazmat in compliance with all applicable state and federal laws in the event the goods are damaged, refused, or abandoned while in the care of FORWARD AIR TLS. In any event, Customer agrees to accept any such damaged Shipment of Hazmat for proper disposal.

Customer shall indemnify, defend, and hold FORWARD AIR TLS and its parent and affiliate companies, and their respective officers, directors, employees, agents, successors, and assigns (the "Indemnified Parties") harmless from any and all liability, loss, damage, fine, fee, cost, claim, or suit relating to or arising from breach of the warranties set forth in this Schedule, including, but not limited to, any fine or penalty relating to or arising from the mislabeling, placarding, or identification of Shipments of Hazmat tendered for subsequent transport by air. In addition, Customer shall indemnify, defend, and hold the Indemnified Parties harmless against all claims, liabilities, losses, fines, reasonable attorneys' fees and other expenses arising out of or related to the release, removal or treatment of Hazmat or other remedial action taken to the Hazmat under federal or state law, if (a) Customer fails to provide the notice required by this Schedule prior to tendering Hazmat to FORWARD AIR TLS; (b) the contact, exposure, or release results from the improper packaging or loading, or other acts or omissions, of Customer, its employees, or agents; or (c) the contact, exposure, or release occurred subsequent to the transport of the Hazmat by FORWARD AIR TLS. In addition, in the event Customer assumes responsibility for the loading and securement of Hazmat in FORWARD AIR TLS's equipment as a part of a shipper load and count ("SLC") shipment, Customer shall indemnify, defend, and hold the Indemnified Parties harmless from any and all liability, loss, damage, fine, fee, cost, claim or suit relating to or arising from such SLC shipment, including, but not limited to, improper packaging or securement or violation of the hazmat regulations pertaining to the proper packaging and securement of Hazmat for highway transportation.

PROHIBITED HAZMAT SHIPMENTS

Customer shall not tender Shipments of Hazmat of the following nature (each, a "Prohibited Hazmat Shipment"):

- Human remains;
- Hazardous waste to include radioactive and/or medical waste;
- All Nitrocellulose, with exception of "Nitrocellulose, membrane filters, 4.1, UN3270";

- Carbon black (not a hazardous material);
- PCB (Polychlorinated Biphenyls);
- Fireworks;
- Biohazards such as blood, urine, fluids, and other noninfectious diagnostic specimens;
- Any materials defined as Hazmat to the countries of Canada or Mexico;
- Any materials defined as Hazmat bound for transport on a passenger aircraft;
- Hazardous waste;
- Unpacked or damaged lithium batteries and/or
- Other Prohibited Hazmat (as defined below).

Customer shall indemnify, defend, and hold the Indemnified Parties harmless from and against any and all claims for loss, damage or injury (whether to property or persons), suits, actions, causes of action, legal proceedings, and other liabilities of every kind and nature brought against any of the Indemnified Parties arising from or relating to any Prohibited Hazmat Shipment tendered inadvertently or otherwise by Customer.

“Other Prohibited Hazmat” means:

Prohibited by Hazard Class

Class	Name	Label Code / Label
1.1	Explosives	1.1 / Explosives 1.1
1.2	Explosives	1.2 / Explosives 1.2
1.3	Explosives	1.3 / Explosives 1.3
1.5	Explosives	1.5 / Explosives 1.5
2.1	Flammable Gas (Bulk Only, LPG, Methane)	2.1 / Flammable Gas
2.2	Non-Flammable Gas (Bulk Only, Zone A Ammonia)	2.2 / Non-Flammable Gas
2.3	Poisonous Gas (Zones A, B & D)	2.3 / Poisonous Gas
3	Flammable Liquids (Zones A & B)	3 / Flammable Liquid
6.1	Poison / Inhalation Hazard (Zones A & B and SOLID)	6.1 / Inhalation Hazard
6.2	Infectious Substance	6.2 / Infectious Substance
7	Radioactive Material III	7 / Yellow III
8	Corrosive (Zones A & B)	8 / Corrosive

Additional “Other Prohibited Hazmat”:

Notwithstanding anything in this Schedule to the contrary, “Other Prohibited Hazmat” includes Elevated Temperature Material, Infectious Waste, Marine Pollutants, and Hazardous Substance (Reportable Quantity).

Other Prohibited Hazmat--Poisonous by Inhalation

Material Poisonous by Inhalation may include the following Classes or Sub-Classes 2.2, 2.3, 3, 5.1, 6.1, 8

Methane: A Shipment of compressed or refrigerated liquefied methane or liquefied natural gas or other liquefied gas with a methane content of at least 85% in a bulk packaging having a capacity equal to or greater than 119 gallons or Bulk classification by weight or volume.

Other Prohibited Hazmat--Tanks or Containers by Volume

Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons.

ACCEPTED HAZMAT SHIPMENTS

FORWARD AIR TLS will accept Shipments of Hazmat of the following nature (each, an “Accepted Hazmat Shipment”):

- Dry Ice: Packages containing dry ice (carbon dioxide, solid) as a refrigerant (cooling agent) are accepted by FORWARD AIR TLS and are not considered Hazmat for ground transportation. However, packages containing dry ice (carbon dioxide, solid) as a refrigerant (cooling agent) may be considered Hazmat when moving internationally or via an airline as it may require supporting documents that state it is Hazmat. In this case, documentation must move with the freight and appropriate charges may apply. Packages containing dry ice (carbon dioxide, solid) as a refrigerant (cooling agent) that would be used to control the temperature of another Hazmat are forbidden, and Customer shall not tender such Shipments to FORWARD AIR TLS.
- Lighters or Lighter Refills: FORWARD AIR TLS does not permit the use of the exception (49 C.F.R. § 173.308) for lighters or lighter refills. To be transported by FORWARD AIR TLS, these devices must be fully declared and require shipping papers, proper packaging, marking, and labeling.
- Other Accepted Hazmat: As defined below.

“Other Accepted Hazmat” means:

Accepted by Hazard Class, Non-Bulk (except where otherwise noted) ^

Class	Name	Label Code / Label
1.4	Explosives	1.4 / Explosives 1.4
1.6	Explosives Extremely Insensitive	1.6 / Explosives 1.6
2.1	Flammable Gas	2.1 / Flammable Gas
2.2*	Non-Flammable Gas	2.2 / Non-Flammable Gas
2.3C	Poisonous Gas	2.3C / Poisonous Gas
3*	Flammable Liquids (incl. Bulk)	3 / Flammable Liquids
COM LIQ	Combustible Liquids	
4.1	Flammable Solids	4.1 / Flammable Solids
4.2	Spontaneously Combustible	4.2 / Spontaneously Combustible
4.3	Dangerous When Wet	4.3 / Dangerous When Wet
5.1*	Oxidizer	5.1 / Oxidizer
5.2	Organic Peroxide	5.2 / Organic Peroxide
6.1*	Poison / Toxic Solid	6.1 / Poison Toxic
7	Radioactive I & II	7 / Radioactive White I & Yellow II
8*	Corrosive	8 / Corrosive
9	Miscellaneous Hazardous Material	9 / Class 9
ORM-D	Other Regulated Material	ORM-D

^ Any bulk shipments require prior approval before being tendered to FORWARD AIR TLS.

* Except for Hazmat Poisonous by Inhalation.

Customer must provide placards on all Accepted Hazmat Shipments requiring placards under applicable laws.

ACCEPTED HAZMAT SHIPMENT PROCESSING AND REQUIREMENTS

An Accepted Hazmat Shipment tendered to FORWARD AIR TLS must be accompanied by a minimum of two copies of Customer-prepared shipping papers, executed in accordance with 49 C.F.R. § 172. All Accepted Hazmat Shipments offered and prepared under a DOT Special Permit (DOT-SP) must provide two copies of such Special Permit. All Accepted Hazmat Shipments must be packaged and limited to the material and quantities authorized by FORWARD AIR TLS and meeting all current requirements of 49 C.F.R. Parts 100 to 185 for shipping Hazmat by Domestic Ground Transportation.

If an Accepted Hazmat Shipment is refused at tender or by consignee due to leaking or damage, the Accepted Shipment will be held at the location that first identified the leak or damage. The location identifying the leak or damage must notify the proper FORWARD AIR TLS representative to ensure Customer is notified of the issue with the Accepted Hazmat Shipment. FORWARD AIR TLS will not ship any Accepted Hazmat Shipments that show signs of leaking or damage. Customer will be solely responsible for making any Hazmat spill or release reports that may be required by federal, state, or local laws or regulations in the event of any spill or leakage and promptly shall provide FORWARD AIR TLS with a copy of all such reports upon FORWARD AIR TLS's request.

FORWARD AIR TLS requires orientation markings on all packages and containers of Accepted Hazmat Shipments of liquid Hazmat. All orientation markings and other precaution/instruction labels shall be followed during the handling and shipping process.

FORWARD AIR TLS reserves the right to refuse any Shipment at point of acceptance that FORWARD AIR TLS's representatives deem to be a Prohibited Hazmat Shipment or to be unacceptable for transit due to any security or safety concern or noncompliance with Federal Motor Carrier Safety Administration regulations.

All Accepted Hazmat Shipments must be properly classified, described, packaged, marked, labeled, and in proper condition for transportation according to applicable DOT regulations and FORWARD AIR TLS requirements. Upon request by FORWARD AIR TLS, Customer will make available a current copy of the Safety Data Sheet ("SDS") for any and all Accepted Hazmat Shipment prior to tendering. All Accepted Hazmat Shipments must be accompanied by the required paperwork. Accepted Hazmat Shipments and paperwork shall be inspected by FORWARD AIR TLS to identify leaks, damage, paperwork, and labels to ensure accuracy and compliance. Accepted Hazmat Shipments will not be transported if not free from damage and in full compliance with DOT regulations and FORWARD AIR TLS requirements.

February 2022