OVER-THE-ROAD (OTR) POLICY

NexGen Multimodal Solutions LLC (NexGen)

10/26/2026

General

A motor carrier ("MC") using a NexGen chassis in need of road service must arrange for any required repairs to be performed by the Approved OTR Vendor listed at the end of this policy ("Approved OTR Vendor"). *MC will need to provide a method of payment to the Approved OTR Vendor as the responsible party will not be determined at the time of assistance.*

Pre-Departure Review

Before accepting delivery of a chassis, MC shall conduct a pre-trip inspection in accordance with the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA) and the pre-trip inspection guidelines set out in Exhibit A of the Uniform Intermodal Interchange & Facilities Access Agreement (UIIA).

Requesting Road Service

MC shall instruct its personnel to submit all requests for over-the-road repairs ("Services") to the Approved OTR Vendor via the Approved OTR Vendor's designated platform, by phone or by email using the contact information listed at the end of this policy (the "Contact Info").

It is MC's sole responsibility to provide the Approved OTR Vendor with any reference number, purchase order, pro number and/or other special requirement (collectively, a "Reference Number") that MC requires for invoicing or other purposes at the time Services are requested. Failure by MC, its driver or other representative to timely provide a Reference Number shall not relieve MC of the obligation to pay for the Services.

When requesting Services, MC shall provide the following information, in addition to any other information requested on a case-by-case basis:

- Trucking/motor carrier company name and SCAC, and the driver's name and phone number
- Road service location: physical address, cross street, city and state
- Chassis (equipment) number and any associated equipment number
- Identification of the problem (mechanical or tire) and a description of the mechanical failure
- Tire type, tire size and tire position, if applicable
- Whether the chassis is empty or loaded and, if loaded, the weight
- Whether any hazardous materials are present
- Whether the road service event involves an accident of any kind
- Any other pertinent details

Estimated Time of Arrival. If MC has not received the repair vendor's estimated time of arrival within thirty (30) minutes of a service request, MC should contact the Approved OTR Vendor via the Contact Info.

Cancellation. After submitting a service request, any cancellation must be reported immediately to the Approved OTR Vendor by phone at the number in the Contact Info. MC shall be responsible for all dry run charges in the event it fails to communicate the cancellation to the Approved OTR Vendor within fifteen (15) minutes of requesting Services.

Changes. To avoid service delays and/or dry run charges, MC shall promptly report to the Approved OTR Vendor by phone all changes from the originally documented service request (i.e.,

changes to the equipment number, equipment type, component detail requiring repair, tire size or location).

Dry Run. In the event a repair vendor arrives at the breakdown location and is not able to locate the chassis, or determines there is no problem with the chassis, the Approved OTR Vendor will attempt to contact the MC representative who initially requested the Services. If the Approved OTR Vendor is not able to reach that representative or MC's designated contact, the Approved OTR Vendor will advise the repair vendor to make another attempt at locating the chassis or identifying the problem. If the repair vendor is still unable to locate the chassis, or again determines there is no underlying problem with the chassis, the Approved OTR Vendor will invoice MC for the service call fee and all other related charges. If MC does not respond within fifteen (15) minutes and the repair vendor cannot find the chassis, MC shall be billed a dry run.

Hazardous Materials. With respect to any Services requested at a time when MC is transporting hazardous materials, MC is obligated to disclose the existence and nature of such hazardous materials upon requesting Services. The Approved OTR Vendor may, in its sole discretion, refuse to service a chassis when hazardous materials are present. NexGen shall not be responsible for any refusal, delay or inability of the Approved OTR Vendor or a repair vendor to provide Services due to the presence, suspected presence, nature or nondisclosure of hazardous materials.

Road Service

Road repairs performed by any vendor other than the Approved OTR Vendor are not allowed regardless of the party responsible for the charges.

The foregoing restriction does not apply to repairs performed within a ten (10) mile radius of any marine terminal. In addition, if the Approved OTR Vendor is unable to provide adequate service within six (6) hours of MC's initial service request, NexGen may, in its discretion, reimburse MC for repairs performed by another vendor, provided that MC placed the initial request with the Approved OTR Vendor and documents both the time of that request and the Approved OTR Vendor's failure to perform.

If a chassis has been involved in any way in a claim occurrence/accident, then follow the section below captioned "*Claim Occurrences/Accidents*" instead.

For repairs not involving a claim occurrence/accident that are to be performed at a roadside, an in-route truck stop or a shipper/consignee premises within 25 miles of the NexGen authorized location from which MC took possession of the chassis, and/or for repairs required after normal business hours, MC should arrange directly with the Approved OTR Vendor and the Approved OTR Vendor may proceed with repairs without advance approval from NexGen. However, if any of the above-described repairs involve repairs to wheel ends or are anticipated to exceed $500, MC must first contact NexGen to make repair arrangements. For all other repairs, MC must contact NexGen to make repair arrangements.

Individual repairs made, including repairs for which MC is the responsible party, must be of professional quality and sufficient to restore the equipment to the original manufacturer's specifications (same size and type and meeting Institute of International Container Lessors criteria). Replacement parts must be new and tires must be either new OEM or new recap tires. Repairs not meeting these standards, as well as used replacement tires or parts, will not be accepted and will not be paid by NexGen either directly or through reimbursement.

Repairs by or on behalf of NexGen that are required to correct any inadequate or improper repairs, tires or parts will be billed to MC within 60 days of the receipt by NexGen of the chassis or the MC invoice for the improper repairs, tires or parts.

Reimbursable Expenses

The Approved OTR Vendor will make an initial determination of the cause of failure at the time of service and will invoice accordingly. NexGen will be invoiced directly by the Approved OTR Vendor for the portion of the repairs constituting over-the-road repair expenses (costs of labor and parts) resulting from equipment failure due to normal wear and tear. MC will be invoiced directly by the Approved OTR Vendor for all other repair expenses, and MC shall be responsible for and pay those costs. Where a single service call includes repairs for which MC is responsible, whether alone or together with wear and tear repairs, all non-repair charges associated with that service call (including the service call fee, mileage and fuel) will be invoiced to MC. MC may dispute a cause of failure determination and seek reimbursement from NexGen as set out below. Subject to the "Tire Failure" bullet point below, repairs for tire defects/failure due to peeled retreads, not holding air, and/or casing/tread separations will be considered reimbursable wear and tear repairs.

All repair expenses resulting from equipment failure due to non-wear-and-tear, operational damage and/or neglect shall be the responsibility of MC. Non-reimbursable repairs will, without limitation, include:

- **Tire Failure:** No reimbursement for tire failure due to impact break, cuts, curbing, dragging, run flat, slid flat, etc., or for tires that have been run to the point where the original cause of failure can no longer be determined. For example, if MC continues to ride on a tire after it has lost air and gone flat, this will often result in the failure of the adjacent tire due to overload, as it cannot carry the load for both tires. In such cases, one tire (the first to fail) will usually appear to have been run flat, or destroyed, while the other (second tire to fail) will appear as a casing failure, separation, peeled cap, or may even become destroyed as well. In these instances, NexGen will not reimburse the cost of replacement of the second tire, which will be MC's expense. Additionally, in such an instance, NexGen will reimburse for the first tire only if NexGen, in its discretion, determines that the first tire's failure was due to wear and tear as described above.
- **Failure of Pre-Departure Review:** No reimbursement for repairs resulting from failure to perform a proper pre-trip inspection in accordance with FMCSA rules and regulations and the pre-trip inspection guidelines set out in Exhibit A of the UIIA, including without limitation, repairs for missing parts and components (e.g. twist locks and safety latches, slider pins, landing legs, sand shoes, crank handles, mud flaps, rims, rear underride guard, license plates, brake lines including air hoses and glad hands, missing or expired federal placards or stickers, etc.)

All cause of failure determinations shall ultimately be made or approved by NexGen, in its discretion, taking into account any determinations by the Approved OTR Vendor. The Approved OTR Vendor will make the initial determination.

Billing and Payment

The Approved OTR Vendor will send all billing invoices to MC at the email address on record or via other electronic means. Individual invoices may be sent automatically via email upon completion of the Services (with the invoice attached as a PDF file), and multiple invoices may be received in one day. Upon request, the Approved OTR Vendor will provide MC with available supporting documentation giving rise to the invoiced amounts.

Except for any portion properly disputed as provided in this policy, MC shall pay all invoices from the Approved OTR Vendor in full within thirty (30) days of the invoice date. The Approved OTR Vendor reserves the right, in its sole discretion, to charge an administrative fee equal to two percent (2%) of the outstanding balance per month for all payments received more than thirty (30) days after the date of invoice. For the avoidance of doubt, under no circumstances is the Approved OTR Vendor obligated to submit any invoice through an MC-designated portal, website or other platform.

MC shall pay for Services via ACH, wire or lockbox using information provided by the Approved OTR Vendor. The Approved OTR Vendor will assess a fee against MC in the event of a returned MC check or the failure of an electronic payment (whether one-time or scheduled) authorized by MC.

The Approved OTR Vendor reserves the right to adjust or restrict MC's credit accommodations at any time in the event MC fails to comply with this policy. If MC has outstanding obligations, the Approved OTR Vendor may require adjusted payment terms, including pre-payment or credit card authorization, as a condition of providing Services until all such obligations are fully satisfied. For the avoidance of doubt, service calls involving wear and tear repairs may be subject to such adjusted payment terms.

Rates, fees and surcharges are established by the Approved OTR Vendor and are available from the Approved OTR Vendor upon request.

Repair Vendors

The Approved OTR Vendor coordinates all Services and pays repair vendors directly. Under no circumstances shall MC pay a repair vendor directly, nor shall MC contact any repair vendor, directly or indirectly, for the performance of roadside repairs or related services on any NexGen chassis. MC shall contact the Approved OTR Vendor immediately by phone at the number in the Contact Info if either the repair vendor and/or shop requests payment for Services from MC or MC's driver. The Approved OTR Vendor shall not be liable for any payments made by MC directly to a repair vendor and/or shop, and no such payment shall relieve MC of its obligation to pay for Services. Further, a $250 management fee may be applied in such instances and billed to MC.

Independent Contractors; No NexGen Control

The Approved OTR Vendor is an independent contractor and is not an employee, agent, partner, joint venturer or representative of NexGen. Each repair vendor is an independent contractor selected, engaged, dispatched and paid by the Approved OTR Vendor and is not an employee, agent, partner, joint venturer, representative, or subcontractor of NexGen. NexGen does not select repair vendors, direct or control the means, methods or manner of their work, supervise their personnel, or undertake responsibility for the performance or safety of their Services. Neither the Approved OTR Vendor nor any repair vendor has authority to make any representation, warranty or commitment on behalf of NexGen or otherwise bind NexGen.

Cause of Failure Review

In the event MC wishes to dispute the cause of failure determined by the Approved OTR Vendor, MC must either (a) provide photos, both pre- and post-repair, and submit the photos to NexGen or (b) retain/reclaim the damaged parts and return them to a NexGen authorized location for a receipt detailing the parts returned and cause of failure. It is MC's sole responsibility to retain any parts or tires removed from the chassis during a service call. When requested by MC, the Approved OTR Vendor will instruct the repair vendor to provide the removed parts and/or tires to MC's driver at the service call, and the Approved OTR Vendor will not be held liable for any such parts or tires not kept by the driver or not provided by the driver to MC. If there is an issue with the release of

the parts or tires by the repair vendor, MC should contact the Approved OTR Vendor immediately by phone at the number in the Contact Info. MC must contact NexGen to coordinate return of the parts. The parts should accompany the return of the repaired equipment to the NexGen authorized location if possible. MC shall receive a receipt for the parts from the return location. Should the return location not have the ability to issue a receipt, MC should have the items listed on the inbound TIR/EIR interchange receipt and notify NexGen of the return location. Then, MC may pursue reimbursement by submitting an invoice to NexGen for the disputed amount accompanied by copies of the Approved OTR Vendor's invoice, the photos (both pre- and post-repair) or the receipt showing the return of the failed parts (other than tires) and the other information/materials listed under the section below captioned "*Dispute Invoice Submission Requirements*."

Failure to provide photos or physical return of damaged parts will result in NexGen not re-considering the cause of failure determination. However, issuance of a parts/components receipt by a NexGen authorized location or NexGen does not itself authorize reimbursement. In all instances, final determination of the cause of failure must be made or verified by NexGen Maintenance & Repair staff.

Notwithstanding the foregoing, with respect to tires replaced or repaired over the road, the Approved OTR Vendor shall obtain photographic evidence of the tire, and MC shall not be responsible for the return of the tires. The Approved OTR Vendor has further confirmed to NexGen in writing that it will obtain pre-repair and post-repair photographic evidence of the components and tires addressed during each service event and make that evidence available to NexGen.

If upon inspection of the pictures or the failed parts NexGen determines the cause of failure to be wear and tear, NexGen will approve the invoice for payment. If upon inspection of the pictures or failed parts, NexGen determines the cause of failure to be MC's responsibility, NexGen will reject the invoice for payment. In either case, as discussed above, if the repairs made and the parts or tires replaced do not restore the equipment to its original condition or are otherwise inadequate or improper, then MC will be invoiced for the cost to NexGen to correct the inadequate or improper repairs, tires or parts.

Dispute Invoice Submission Requirements

The following documents are required for any MC submittal disputing the cause of failure determined by the Approved OTR Vendor for purposes of reimbursement from NexGen for the recovery of costs associated to an over-the-road service event.

A. An original, uniquely numbered invoice from MC to NexGen including the following details:
    1. Chassis number
    2. Container number
    3. Invoice date
    4. Date of breakdown
    5. Approved OTR Vendor's printed name, address, phone number
    6. Location of breakdown (address or road location)
    7. Cost of services performed (must match road service amount)
    8. Any information required under Section B below that was not included in the Approved OTR Vendor's original work order and/or invoice
    9. EITHER (a) pre- and post-inspection photos of component(s) being replaced (other than tire repair/replacement) OR (b) original or copy of fully executed parts/component receipt obtained from the NexGen authorized location

10. Copy of Bill of Lading or cargo manifest of container load is not required, but NexGen reserves the right to request and receive proof of cargo weight

B. Approved OTR Vendor's original work order and invoice to MC including the following details:
    1. Date and time of repair
    2. Chassis number
    3. Container number, if applicable
    4. Approved OTR Vendor's printed name (clearly legible), address, phone number
    5. Name of MC trucking company who made the emergency service call (name must match MC's invoice)
    6. MC truck driver's name and signature
    7. Itemized list of all repair items addressed during the road service call and reasons for correction
    8. If tire(s) is (are) replaced:
        - Reason for tire replacement
        - Tire position(s) on chassis
        - Replacement tire type, such as 10.00-20 Bias, OEM or Recap
        - Brand and full DOT tire identification number of each tire removed or installed; all information must appear on the original Approved OTR Vendor receipt, not be added subsequently or separately.
        - DOT tire identification number must show the full code as well as date; if a recap code is applicable, it must also be included

Invoice Submission Generally

MC invoices must be submitted with complete documentation and received by NexGen within 45 days of the date of the corresponding Approved OTR Vendor's invoice to MC. Invoices and all supporting documents must be sent to the NexGen office listed below, either via USPS or email.

Email:
OTR@nexgenmms.com

Mailing Address:
NexGen Multimodal Solutions LLC
6001 Chatham Center Drive, Suite 190
Savannah, GA 31405

Service Complaints

To report a complaint about any Services provided by a repair vendor, MC shall email the Approved OTR Vendor at the address in the Contact Info as soon as possible and, to the extent reasonably possible, before any additional repairs to the chassis are made. The complaint should include the following information, as applicable:

- Date of service
- Equipment breakdown location
- Chassis number
- Container number
- Type of repair(s) and/or part(s) provided
- Details of MC's complaint

It is understood and agreed that failure to report a complaint in such timely manner may limit the Approved OTR Vendor's ability to assist MC. Complaints regarding the cause of failure

determination should instead be submitted to NexGen in accordance with the section above captioned "Cause of Failure Review."

Claim Occurrences/Accidents

In the case of an accident or incident involving a NexGen chassis that results in personal injury, property damage or loss, or environmental damage, or any other incident which may result in a claim with respect to chassis use, ownership, or possession (any of the foregoing, a "Claim Occurrence"), MC must provide immediate notice of the Claim Occurrence to NexGen Risk Management staff. **NO REPAIRS SHOULD BE PERFORMED ON ANY CHASSIS INVOLVED IN A CLAIM OCCURRENCE WITHOUT THE PRIOR AUTHORIZATION OF NexGen.** Notice must be made to NexGen Risk Management staff as follows:

Prepare the notice of the Claim Occurrence in the format of a **Chassis Incident Report (CIR)** form available on NexGen's website in compliance with the form's instructions. The current version of the CIR form may be accessed at: www.nexgenmms.com

Send the completed CIR form by email to: risk@nexgenmms.com

AND, in addition, send the completed CIR form to:

Lisa Menna
Supervisor, Claims and Contracts Administration
NexGen Multimodal Solutions LLC
100 Enterprise Drive, Suite 601
Rockaway, NJ 07866
lmenna@nexgenmms.com
Phone: 973-298-8924 (also accessible via phone directory at 973-298-8900)

If the Claim Occurrence occurs after business hours or on a weekend or holiday, then, in addition to the above means of notice, MC must also provide a verbal notice by phone to the **Supervisor of Claims and Contracts Administration** (contact information above).

No Warranty or Assumption of Duty by NexGen

NexGen does not perform the Services and makes no representation or warranty, express or implied, concerning the selection, qualifications, licensing, insurance, conduct, workmanship, materials, parts, safety, timeliness or performance of the Approved OTR Vendor or any repair vendor. NexGen's designation of the Approved OTR Vendor, administration of this Policy, review or approval of repair arrangements, determination of responsibility for charges, inspection of a chassis, determination of the cause of failure, or payment or reimbursement of any repair expense shall not constitute supervision or control of the Services, an endorsement or guarantee of any repair vendor, or an assumption by NexGen of any duty owed by the Approved OTR Vendor or any repair vendor.

Motor Carrier Acknowledgment and Release

MC acknowledges that Services are performed by independent service providers and that NexGen does not perform, supervise, direct or control the Services. To the fullest extent permitted by applicable law, MC assumes the risks associated with the acts or omissions of the Approved OTR Vendor and repair vendors and releases NexGen and its members, affiliates, officers, directors, employees and agents from claims by MC arising out of or relating to such acts or omissions, including negligent acts or omissions, defective workmanship, defective parts, delay, failure to perform, bodily injury, property damage, cargo loss or damage, downtime, detention and lost

business, except to the extent finally determined to have resulted from the gross negligence or willful misconduct of the party seeking protection under this provision.

Disclaimer of Warranties

THE APPROVED OTR VENDOR MAKES NO EXPRESS OR IMPLIED WARRANTY OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE OR OTHERWISE WITH RESPECT TO ANY REPAIRS, MATERIALS OR PARTS PROVIDED IN CONNECTION WITH THIS POLICY AND HAS NOT MADE, AND SHALL NOT BE BOUND BY, ANY STATEMENT, CONTRACT OR REPRESENTATION NOT SPECIFICALLY SET OUT IN WRITING AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE APPROVED OTR VENDOR.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEXGEN, THE APPROVED OTR VENDOR AND THEIR RESPECTIVE MEMBERS, MANAGERS, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS SHALL NOT BE LIABLE TO MC FOR ANY LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING CARGO LOSS OR DAMAGE, EQUIPMENT DAMAGE, DOWNTIME, DETENTION OR LOST BUSINESS, ARISING OUT OF OR RELATING TO THIS POLICY OR ANY SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEXGEN SHALL NOT BE RESPONSIBLE OR LIABLE TO MC FOR THE ACTS OR OMISSIONS OF THE APPROVED OTR VENDOR OR ANY REPAIR VENDOR.

APPROVED OTR VENDOR:

Top Tech Fleet Solutions

1. Call: (866) 965-9288
2. Email: OTR@toptechfleet.com
3. Visit: toptechfleet.com and click “Emergency Assistance”

This Policy may be amended by NexGen from time to time. The current version is published at www.nexgenmms.com.