

TERMS OF SERVICE

- 1. Acceptance of Terms:** These Terms of Service as in effect on the date any Services are arranged and/or provided hereinafter (the “**Terms**”) and as revised and published at <https://chargerlogistics.com/terms-of-service> (the “**Site**”) govern all transportation, logistics, warehousing or other related services (the “**Services**”) arranged and/or provided by Charger Logistics Inc, which term includes Third Parties (as defined below) used by the Carrier relating to the transport of goods (the “**Carrier**”) to the Customer, which term shall include the consignor, consignee, or owner of the goods, any person or entity who is or may become interested in the goods, or their transportation, and any person or entity at whose request or on whose behalf the Carrier undertakes the Services (the “**Customer**”). Reference to “goods” includes the actual commodities being transported as well as any packaging, pallets or containers.

These Terms are accepted by the Customer and incorporated into any agreement for Services by Carrier for Customer on the happening of any one or more of the following events: (1) Customer accepts a quotation, proposal or the Carrier’s offer to provide Service(s); (2) Customer authorizes the Carrier to provide Service(s); (3) Carrier provides Service(s) to the Customer at the Customer’s request; or (4) Customer accepts the benefit of the Service(s) provided by the Carrier (5) Customer tenders goods to the Carrier for Services.

In the event of any conflict between the Terms and (i) the applicable law (ii) any other term or condition contained in any load tender, bill of lading, delivery receipt or any other document issued by Customer (the “**Other Documents**”), (iii) any communication of acceptance of Carrier’s offer to perform services, (iv) any other document, agreement, bill of lading between the Carrier and Customer, then the Terms herein, to the extent permitted by law, shall govern. Even where no conflict exists, the Carrier shall not be liable for any terms, conditions that have not expressly been agreed to in writing by the Carrier. Notwithstanding the foregoing, in the event that Carrier’s offer to perform Services has been issued in response to Customer’s offer through a load tender process, and if any of the Terms herein add to, vary from or conflict with any terms of Customer’s offer, then the acceptance by Customer of the Carrier’s tender to perform Services shall constitute an acceptance of these Terms by Customer.

Any change or notation made on Other Documents that is in any way inconsistent with the Terms herein or that or purports to enlarge, modify, or change the Terms will be considered as a notation made for the private benefit and information of the Customer. Such a notation shall not be a part of any contract or agreement with the Carrier. Also, any changes made to Other Documents, without the express written approval of the Carrier, shall not be binding on the Carrier.

- 2. Application to Transportation Contracts:** These Terms shall apply to all Services provided by the Carrier unless they are specifically excluded and shall supersede the terms of any other written transportation contract entered between representative of the Customer and Carrier, unless the Terms are expressly superseded or waived in the written transportation contract. If a written transportation agreement is silent on a matter or does not wholly disclaim these Terms, the provisions of these Terms shall apply with respect to such matter.
- 3. Use of Third Parties:** The Carrier is authorized and shall have full discretion and authority to select and engage any other motor carriers, forwarders, customhouse brokers, agents, warehousemen and others (each a “**Third Party**” and, collectively, “**Third Parties**”) as may be required, to transport, store, deal with and otherwise provide the Services. The goods may be entrusted to any such Third Parties subject to all conditions as to limitations of liability for loss, damage and to all rules, regulations, requirements and conditions, whether printed, written or stamped, appearing in bills of lading, receipts or tariffs issued by such applicable Third Parties. Carrier shall in no event be liable for any loss, damage, expense or delay to the goods for any reason whatsoever when such goods are in the custody, possession or control of Third Parties selected by Carrier to forward, enter and clear, transport or render other services with respect to such goods. Notice by the Carrier to the Customer that a Third Party or Third Parties have been selected shall not be construed to mean that the Carrier warrants or represents that any such Third Party or Third Parties will render Services in any manner. It is agreed that any claim or demand for loss, damage, expense or delay shall be only against the carriers, motor carriers, forwarders,

customhouse brokers, agents, warehousemen or others in whose actual custody or control the goods may be at the time of such loss, damage, expense or delay, and that Carrier shall not be liable or responsible for any claim or demand from any cause whatsoever, unless in each case the goods were in the actual custody or control of Carrier and the damages alleged to have been suffered be proven to be caused by the gross negligence or willful misconduct of Carrier, its officers or employees, in which event the limitation of liability provisions set forth in these Terms shall apply. Where the Carrier has selected a Third Party to transport good), the Customer agrees that it will not insert the Carrier's name as the "Carrier" on a bill of lading, and reference to the Carrier as the "Carrier" on any bill of lading will not impact the Carrier's status as a broker of the shipment.

Customer's Covenants, Representation and Warranties: The Customer makes the following Covenants, Representations and Warranties: (i) the Customer is the legally documented owner of all goods tendered to Carrier and/to is authorized by the owner of the goods to cause such goods to be stored or otherwise controlled by the Carrier; (ii) that it has the actual authority to accept the Terms for itself or as agent for owner of the goods and any other person involved in the transportation, including but not limited to the shipper, consignor, consignee, and others with an interest in the goods or Service(s) under these Terms; (iii) that the Customer has the actual authority to bind itself and those included in the definition of Customer, to these Terms and that they agree to be bound to these Terms; (iv) Customer, as defined herein, has the authority to grant the Carrier a general lien and security interest in the goods; (v) Customer will comply with all applicable laws/rules/regulations of any country to, from, through or over which the goods may be carried; (vi) Customer has and will provide complete, accurate and timely information regarding the goods; (vii) the Customer will provide all such information relevant to the performance of the Services and complete and attach all such documents as are necessary to legally complete the Service(s); (viii) all goods will be completely and accurately marked to enable identification of the contents without opening any shipping or storage container; (ix) the Customer will accurately measure the dimensions and weight of all goods and understand that the Carrier's rate depends on the accuracy of the information provided; (x) that the goods given to the Carrier are transit worthy for the intended Service(s), (xi) that it has notified Carrier in writing of applicable laws, regulations and instructions governing the goods, (xii) that the goods given to the Carrier are in full compliance with declaration, marking, and all requirements of the respective U.S. and Canadian Customs Services, the U.S. Food and Drug Administration and Health Canada, and any other statutes, rules, and regulations of any Federal, state, provincial, and/or local authorities applicable to the Customer's goods including without limitation the offering for transport of Hazardous and/or Dangerous Goods.(xiii) that the goods do not contain any illegal drugs, weapons, explosives, goods requiring "protective security service" or "armed guard surveillance service", human remains, precious metals, bullion or currency, original works of art, collections, antiques, precious stones, hazardous substances, hemp or hemp-derived produces including cannabis oil and/or other contraband (xiv) that all goods are properly and sufficiently prepared, loaded, packed, blocked and braced to prevent shifting and are accurately described labeled and/or marked on all the documents; (xv) that the Trailer, if applicable, is suitable to carry the goods (xvi) that the weight of the goods and the intermodal container/trailer will not exceed applicable weight limitations and will be accurately stated in Customer's shipping instructions; (xvii) the labelling and markings on the goods are appropriate to any operations and transactions affecting the goods and the characteristics of the goods; (xviii) that it shall not, during the period(s) in which Service(s) are provided and for a period of (1) year following, directly or indirectly, whether for themselves or any other person or entity, without the prior written consent of the Carrier (1) employ, engage or contract; (2) solicit for employment, engagement or contract; (iii) encourage to leave their employment or engagement; or (xix) encourage to terminate their contract, any carrier, employee, driver, client, agent, representative, consultant or independent contractor of the Carrier with whom the Customer had contact during the providing of the Service(s) (xx) Customer shall pay for all transportation and accessorial charges where there has been an erroneous determination of freight charges assessed based on incomplete or incorrect information provided by Customer. If the description of Goods, weight or any other information on the bill of lading is found to be incorrect or incomplete, all transportation and accessorial charges shall be paid by Customer for the freight transported (xxi) the Customer shall not provide any

documents, specie or articles of extraordinary value unless there is a special agreement in writing to do so that specifies the document, specie or article and the value;

4. **Customer's General Responsibilities:** (i) Customer is responsible for complying with all licensing, classification, valuation, marking and other Customs' requirements, laws, regulations, and rulings enforced by any country having jurisdiction over a shipment, the laws and regulations of any applicable governmental agency, including but not limited to the U.S. Food and Drug Administration, and all other requirements, laws and regulations of any applicable country or governmental agency. (ii) Customer shall provide all information and instructions that are reasonably necessary for the Carrier to provide Service(s) to the Customer, in accordance with any applicable laws, rules, regulations or conventions. (iii) Customer will provide detailed and accurate descriptions of any goods tendered to Carrier as well as accurate weights (iv) Customer shall apply and pay for all licenses, permits or authorities required by governmental authorities to conduct the business and the transportation contemplated by Customer; (v) Customer shall to provide goods for shipment that will or would reasonably be expected to contaminate, taint, corrode, or otherwise adversely impact the quality or condition of other goods being transported, or the Trailer (vi) the Customer will obtain all necessary permits and authorizations necessary to ship the goods, such as but not limited to, export and import licenses and permits (vii) Customer shall ensure that goods are not in violation of any prohibitions on selling to any person on a U.S. or Canadian export control list. (viii) the Customer shall comply with United States, European Union, and United Nations export control and trade sanctions laws and regulations (ix) Customer shall ensure that neither it directors, officers, or subsidiaries are not designated or sanctioned parties under Export Control and Trade Sanctions; (x) Customer agrees not to request services in connection with goods, countries, regions, and/or parties subject to Export Control and Trade Sanctions absent government authorization and compliance with law (xi) Customer acknowledges that the Carrier may refuse to receive, process, or release an order that appears to Company to involve goods, countries, regions, and/or parties subject to Export Control and Trade Sanctions; and (xii) to provide a reasonable time before export or entry, with complete and accurate information required by Export Control and Trade Sanctions, including product descriptions, quantities, weights, values, country of origin, harmonized tariff code, export classification, and any required government authorization (xiii) to ensure that the consignee or receiver is made aware that it is required to do a thorough inspection of the goods for visible damage at the time of delivery and to notify the Carrier by email as provided for herein of the damage within 24 hours from delivery (xiv) to cause the consignee or receiver to thoroughly examine and test the goods for concealed damage and report same to the Carrier by email within 48 hours of delivery as required by these Terms; (xv) to cause all empty trailers and containers tendered for loading to be inspected before loading and reject any equipment that is not in apparent suitable condition to protect and preserve the goods during transportation and will promptly notify the Carrier at the time of the inspection of any condition the unsuitability of the equipment failing which the Customer certifies that the trailer, containers and equipment are suitable for transportation; (xvi) If Customer requests that Carrier arrange for trailers or containers to be dropped off at a location for Customer's convenience and left unattended, Customer will pay for loss or damage to such equipment occurring during or because of such possession or use; (xvii) Customer shall provide access to the facilities to load or unload tendered shipments that are in good and safe condition that comply with all applicable laws, codes and regulations. (xviii) to properly pack, load, block and brace the freight to withstand the ordinary rigors of transportation and cross-dock handling and to ensure that the Consignor, Customer and/or beneficial owner does so.

The Carrier shall not be responsible for and is forever released from any losses, claims, damages, expenses or costs arising from or in connection with the failure of the Customer to carry out its responsibilities herein.

5. **Carrier's Rights, Responsibilities and Disclaimers:** (i) the Carrier may refuse to provide Service(s) accept goods for transport at any time(s) and for any reason whatsoever without any liability to the Customer in contract, or other legal theory of liability; (ii) where the Carrier accepts a shipment for transport that was not in a proper condition for safe transport; the failure of the Carrier to reject the shipment will not make the Carrier responsible for loss, damage, or injury resulting from improper packaging, loading, unloading, bracing, or securing of the

goods by the Customer (ii) If the Carrier agrees to provide Services, the Carrier, shall subject to its right to refuse to provide the Service(s) as provided for herein, will arrange for providing Services in accordance with these Terms, within a reasonable time. (iii) If the Services to be provided by Carrier is to solely arrange for transportation of goods with another company, subject to its right to refuse to provide the Service as provided for herein, the Carrier will arrange such transportation with reasonable dispatch (iv) the Carrier will inform other carriers only of the Customer's instructions that are in writing and that the Carrier has accepted. In all other cases, the Carrier will have no liability relating to such instructions; (v) the Carrier may, in its discretion, refuse to pick up or make a delivery to locations to which it is impracticable or dangerous to operate vehicles due to, without limitation, condition of roads, alleys, riots, strikes, local, state or federal regulations restricting or prohibiting certain vehicles, commodities, services or if the Carrier perceives that there is a risk to environment, vehicle, goods, safety, health, vehicle operators, the general public or pose a security risk. (vi) Carrier may, in its sole and unfettered discretion, refuse to provide Services even after agreeing to do so and accepting goods for shipment, without any liability to Customer and the Customer hereby releases the Carrier from any and all liability whether in contract, tort, or other legal theory relating to such refusal; (vii) Carrier, its agents and Third Parties used in the providing of Services shall remain as independent contractors to the Customer. Any other Third Parties engaged by the Carrier, or their representatives shall not be deemed to be employees of the Carrier or involved in any joint venture or partnership with the Carrier. (viii) Carrier will provide Customer with proof of acceptance and delivery, if requested, subject to its usual and customary charges (vii) for shipments moving intermodally by roadway, insertion of the Carrier's name on the Bill of Lading as "Carrier" by any entity other than the Carrier will be for Customer's convenience and will not be construed as the Carrier is the actual "carrier" of that shipment.

6. **No Liability Events for Carrier:** Carrier shall only be liable, subject to the limitations contained in these Terms, for loss, damage, injury or shortage to any goods or Customer where loss, damage, injury or shortage was caused by the Carrier's gross negligence or willful misconduct. Carrier will not be liable for any claim for loss, damage, delay, loss, injury to the goods or to the Customer in the following circumstances or that were caused or contributed to by the following: (1) inherent vice or defect in the goods transported, including rusting of metals, swelling of wood caused by humidity, moisture or condensation, deterioration of perishable products; (2) heat, cold or change of altitude; (3) an event of Force Majeure; (as defined in these Terms); (4) goods that violate any applicable law or regulations; (5) events occurring before pickup or after delivery; (6) the freezing or overheating of goods shipped in dry trailers or containers unless Customer specifically requests freeze and/or heat protection services or before tendering the shipment to the Carrier in accordance with these Terms and pays additional charge for such services; (7) goods prepackaged, shrink wrapped prior to Carrier being given opportunity to inspect the goods; (8) goods packed prior to being made available to the Carrier for verification of quantity and their condition; (9) goods loaded by the Customer without the driver being present on the freight dock; (10) any action taken, damages, fines, or penalties assessed by any governmental body due to the Customer's failure to comply with laws or breach of any Covenant, Representation or Warranty or the Customer's General Responsibilities; (11) any documents, specie or articles of extraordinary value that are included in the goods unless there is a special agreement in writing to transport same that specifies the document, specie or article and the value; (12) where loading of goods by pallet jacks and forklifts precludes accurate count or confirmation of loading practices; (13) the goods were given to the Carrier with the trailer sealed; (14) breakdown or malfunction of refrigerated equipment or changes in temperature even if rates quoted are for temperature controlled equipment or temperature sensitive goods (15) any act, omission or default of Customer, including the consignor, the consignee, the beneficial owner of the goods or Third Party, such and without limitation: (15i) improper packaging, loading, unloading, blocking, bracing or securing of the goods by Customer or, as the case may be, by shipper, consignor or consignee; (15ii) shipments stopped and held in transit at Customer's request; (15iii) goods not being accurately described by Customer; (15iv) goods loaded in a Trailer by the Customer so that the combined weight exceeds applicable weight limits; (15v) the fragility, perishability or other vice of the products was not expressly made aware to the Carrier or Servicing Carrier and the Carrier has not expressly in writing agreed to assume liability for same.

7. **Rates and Schedules:** Rates and schedules may be published in rate catalogues or sheets, on a customer specific basis or pursuant to a spot market rate quotation. Rates, service confirmations and quotations are good faith estimates based upon information provided to Carrier, but final rates and service may vary based upon the shipment actually tendered, unknown circumstances, incorrect or incomplete information, and any additional services not contemplated at time of tender. In addition to line haul or base transportation rates, unless otherwise agreed in writing, Customer agrees to pay the accessorial charges and fees set forth in Schedule A herein or otherwise agreed upon rates by Carrier and Customer shall govern. These rates are subject to change by Carrier at any time without notice. Unless otherwise expressly stated in the rate quotation or confirmation, any sales tax or other use or value-added taxes, duties or similar charges are not included and are in addition to any Rates.
8. **Rate Adjustments.** The agreed price for Service(s) is based on specific volumes, the price of fuel, labour, interest rates at the time of providing the Customer the price for Services. Notwithstanding anything herein to the contrary, Carrier shall have the right to increase the contracted price for Service(s) as follows: (a) in an amount equal to the percentage increase in the price of fuel as posted at *, calculated as the percentage difference between the price of fuel as of the date that the Carrier commences transportation and the price of fuel as of the date the price was quoted or contracted (b) increase in the Bank of Montreal's prime lending rate, calculated as the percentage increase between the interest rate on the date the price was given to the Customer and the rate on the day that the Carrier commences transportation (c) any volume increase exceeding contracted freight with the increased rate being the greater of 25% of the gross order value or **** (d) any additional charges imposed on the Carrier by governmental regulations . This provision shall not entitle the Customer to refuse the Service or to terminate any contract for service.
9. **Reliance on Customer's Instructions.** Carrier may rely and act upon telephone, facsimile transmission and any other electronically transmitted instructions from or purporting to be from the Customer (including any purporting to be an authorized person of the Customer) and which the Carrier believes in good faith to be genuine, without any obligation to confirm the authenticity of the email and authority of the person purporting to be from the Customer. Customer is responsible to ensure the accuracy of and delivery of the instructions and notices to Carrier. Carrier shall not, in the absence of gross negligence or willful misconduct on its part or that of its employees, be responsible for failure, delays or errors in the receipt of such instructions. Customer agrees to maintain security systems, procedures and controls to prevent and detect (i) the theft of funds; ii) forged, fraudulent and unauthorized instructions and electronic transfer of funds by anyone who is not authorized by the Customer; (iii) fraud or unauthorized access to the Service(s) by anyone who is not authorized by the Customer. The Carrier may establish a routine to verify the source and authenticity of instructions given and may verify an instruction before acting on it but it is understood that the Carrier is under no legal or contractual obligation to do so, however the Carrier may act on instructions that contain a verification routine and without checking the authority, without being liable for any damages that flow from its actions.
10. **Wire transfers.** Absent gross negligence or willful misconduct by the Carrier or any of its employees, Carrier shall not be responsible or liable for any damages, losses, expenses or the like that the Customer may directly or indirectly incur or arising from or in connection with any wire transfer. Carrier shall not be responsible for any failure, unavailability or malfunction of communications, electronic or other equipment which may result in mis-delivery, non-delivery or delays in delivery of the funds transferred nor shall it be held responsible for the insolvency, neglect, conduct, mistake, default, delay, misappropriation, negligence or breach of contract by any other bank, entity or person, in connection with the wire transfer, without regard to any agency relationship those persons or entities may have with the Customer.

11. **Electronic Communications.** Carrier may maintain a database in respect of all your instructions, including recordings of telephone conversations. Carrier's records will be conclusive and binding on you in any dispute, including in any legal proceeding, as the best evidence of your instructions and transactions, in the absence of clear proof that Carrier's records are erroneous or incomplete. The Customer agrees that notwithstanding the risks associated with electronic communications, the Customer hereby authorizes the Carrier to provide such Service(s) in compliance with the procedures established by the Carrier from time to time. Any electronic communication that the Carrier receives from the Customer or in the Customer's name will be duly authorized and binding upon the Customer. Carrier will be authorized to rely and act upon any upon any electronic communication that purports to be from the Customer, without any duty or obligation to confirm the source or accuracy of the contents of the electronic communication.

Payment and Collection: Customer shall be unconditionally liable for all agreed charges, fees and costs without any legal or equitable right of set-off of any kind or for any reason for any disputes or claims, including freight claims, claims of overcharges, duplicate payments, disputed invoices or any amount alleged owed. Absent a written waiver by Carrier, payment is due upon goods reaching the destination. Interest at the rate of 2% monthly (24% annually) on all outstanding balances from the date the invoice is due to the date the payment is received. In no event shall Customer remit payment to any other entity or person other than the Carrier with respect to the Service(s) and any such payment shall not relieve the Customer of its obligation to pay the Carrier.

Any discrepancies or disputes for overcharge, overpayment, refund, or other billing disputes by shall be made by the Customer with the Carrier's accounting department, in writing, within being 30 days from invoice date and in case of overpayment within 30 days of the overpayment, and shall, without exception, be accompanied with the original freight bills, details of payments made, along with all other documents or data in the possession of the Customer to substantiate its claim for overcharges, overpayment, refund or other billing dispute. The parties agree that any disputes for overcharge, refund or other billing disputes brought to the attention of the Carrier that are not properly made with the 30-day period herein and/or without all the required documentation as provided for herein shall be forever barred and the invoices shall be final, conclusive and binding on the Customer. Customer waives any right to pursue a claim for overpayment, overcharge, refund claims or other billing dispute through the Dispute Resolution process under these Terms, that were not validly raised as required by this paragraph. It is agreed that a pending claim for overpayment, overcharge, refund or other billing dispute cannot be used as an excuse for late or non-payment of any amount owed by the Customer to the Carrier.

Customer agrees that notwithstanding any specific direction by the Customer as to the application or allocation of payments made by the Customer or with respect to any credit owing to the Customer, any payments made by the Customer or credits owing to the Customer shall be applied in the following order: (i) interest owing; (ii) attorney fees, collection agency fees/commissions, court costs and related administrative fees and costs associated with collection or attempted collection of past due bills, (iii) unpaid invoices in order of the oldest to the most recent (iii) held by Carrier towards future obligations of Customer to make shipments pursuant to a written transportation agreement.

If Customer's account is past due, Carrier shall have no obligation to refund any overcharges. Carrier, in its sole discretion, may apply any overcharge amounts or other payments the Carrier agrees it owes to the Customer, against the outstanding invoices. In any steps or proceeding taken to recover unpaid amounts from the Customer, the Carrier shall be entitled to interest, reimbursement for attorney's fees incurred, collection agency fees/commissions, court costs and any related administrative fees and costs associated with the collection or attempted collection of past due bills before and after any proceeding was commenced for collection.

If the Customer, including any consignors, consignees or anyone with an interest in the goods, becomes subject to a demand or proceeding by any person or entity, other than the Carrier, to pay freight charges already paid to the Carrier (the "**Payment Claim**"), the Carrier will, at its own cost and expense, defend the Payment Claim and

to indemnify those against whom the Payment Claim is asserted (the “**Indemnified Party**”) against any amount found to be owing to the party asserting the Payment Claim. Carrier’s obligation to indemnify and to defend are expressly conditioned upon (a) the Carrier being provided prompt written notice of the Payment Claim by the Indemnified party; provided, that a failure to provide such prompt notice shall not release the Carrier from its obligations unless such lack of timely notice materially impacts the ability of the Carrier to defend against the Payment Claim, (2) the Carrier having the sole right to retain counsel of its choice and its own expense to defend the Payment Claim; (3) the Carrier having the sole right to communicate with the party asserting the Payment Claim and to control and direct counsel (3) the sole right to settle the Payment Claim with the party asserting the Payment Claim, as it deems appropriate; (4) the indemnified Party providing reasonable cooperation, information and documents requested by the Carrier in defense of the Payment Claim; (5) the Indemnified Party shall have no authority to settle the Payment Claim without the consent of the Carrier. If the Indemnified Party breaches any of the aforementioned provisions, the defense and indemnity obligation shall be null and void and, in such case, the Indemnified Party forever releases the Carrier from all causes of actions, demands, losses, costs against the Carrier arising from related and in connection with the Payment Claim.

12. **Terms for Intermodal Transportation:** Where any intermodal services are arranged by Carrier through a rail servicing carrier (“**Rail Servicing Carrier**”), such transportation shall also subject to the terms, conditions, requirements, limitations, restrictions and procedures of the applicable Rail Servicing Carrier’s intermodal director, rules & policies/procedures, tariff, shipping guide or agreement in effect at the time of shipment and published on the Rail Servicing Carrier’s website (the “**Rail Conditions**”). By tendering goods to the Carrier for intermodal transportation, the Customer will be conclusively presumed to have agreed to and will be obligated to comply with the Rail Conditions and the following additional responsibilities:

- I. all goods are packaged, loaded, blocked and braced within the intermodal container for intermodal transport in accordance with applicable industry standards, including the Intermodal Loading Guide of the Association of American Railroads, the Rail conditions and other guidelines of the applicable Rail Servicing Carrier.
- II. Weight of goods and intermodal container shall not exceed applicable weight limitations and are accurately stated in the shipping instructions.
- III. No hazardous wastes, explosives, metal coils, scrap metal or parts and other compounds that may contaminate the container for future use shall be put into the container. Customer will comply with Rail Conditions with respect to goods designated as restricted.
- IV. Customer to pay for all drayage, loading and unloading charges, storage and equipment use charges, train set outs, custom brokerage costs, filing costs and other costs association with any inspections or documentation requirements asses by Rail Servicing Carriers with respect to the cross-border shipment.
- V. To pay applicable intermodal-specific fuel surcharges and/or accessorial charges and any additional set out in these Terms and as also included in a rate confirmation or spot quotation by Carrier to another Service Carrier. Customer also to pay any additional charges levied on Carrier under the Rail Conditions and not accounted for in the agreed-upon rate.

- 13. Lien on Property:** Customer grants the Carrier a security interest in as well as a particular and general continuing lien and right of detention (the “Security Interest and Lien”) in any and all goods transferred to the possession of the Carrier for the Service(s), including the documents related thereto), then or thereafter in the Carrier’s possession, custody, constructive possession, control or en route (the “**Collateral**”). This Security Interest and Lien shall be in addition to any other rights the Carrier has or may have under the common-law and under any agreements and such Security Interest and Lien shall survive delivery or release of any specific property of the Customer. The Security Interest and Lien shall secure any particular or general balance and all other monies owed by the Customer to the Carrier for charges, after the date of the Carrier’s receipt of the goods, for transportation, storage, costs, attorney fees, expenses and advances incurred by the Carrier in connection with the Service(s), whether then due or not, by the Customer, sender, consignee or owner of the goods to the Carrier. If the monies remain unpaid for 10 days after the Carrier sends notice of the exercise of its rights by any means of communication reasonable in the circumstances, the goods may be sold by private contract or otherwise in the sole discretion of the Company, and the net proceeds applied to the account of monies owing. The Carrier will not be liable for any deficiencies or reduction in value received on the value received on the sale of the goods nor will the Customer be relieved from the liability merely because the goods have been sold. The Security Interest and Lien shall continue even if the goods are previously delivered by Carrier.
- 14. Non-Acceptance of Goods:** If the consignee of nonperishable goods fails or refuses to accept deliver within a reasonable time after notice of arrival has been given, the Carrier shall have the right but not the obligations to sell the goods. Before such a sale is made, the Carrier shall give formal notice to the Customer, Consignor, or Beneficial Owner that the goods have been refused or unclaimed, and that the goods will be subject to sale if disposition is not made within ten (10) days. On perishable freight, the Carrier may sell the freight to the best advantage to protect its interest and prevent deterioration. Where it is not practicable to give 10 days’ notice, the Carrier may sell the freight in a commercially reasonable manner consistent with the circumstances. The proceeds of any sale made under this section will be applied by the Carrier to payment of freight and accessorial charges, interest and attorney fees, costs of sale and other necessary expenses. Any balance will be paid to the Customer or Beneficial Owner of the freight. If the Carrier elects not to proceed with a right of sale, the Carrier shall not be liable for failure to mitigate and the Customer, Consignor, Consignee or beneficial owner expressly waive any such claim/defense against the Carrier.
- 15. Custom Charges:** As per the applicable law, the following notice is provided by the Carrier pursuant to 19 CFR 111.29 (b) (1). “If you are the importer of record, payment to the broker will not relieve you of liability for customs charges (duties, taxes, or other debts owed CBP) in the event the charges are not paid by the broker. Therefore, if you pay by check, customs charges may be paid with a separate check payable to the “U.S. Customs and Border Protection” which will be delivered to CBP by the broker.”
- 16. Route Selection:** The route chosen for the transportation of cargo shall be determined in the sole and unfettered discretion of the Carrier unless otherwise agreed in writing by the parties or established as part of a Customers load tender process. Any costs associated with changes required by the Customer to the route shall be borne by the Customer themselves.
- 17. Seals and Seal Integrity.** Shipper represents and warrants that a seal is placed on all shipments at the shipper/pick-up location and seal number is noted on the bill of loading. It is the Customer’s responsibility that seals are placed when required as per any applicable law(s). The Customer shall have an absolute duty to accept the whole of the goods where seal integrity is compromised unless prohibited by law or actual evidence that the whole of the shipment has been damaged.
- 18. Shipper Load and Count:** All bills of lading with respect to the transport of goods shall be deemed to include a notation by the Carrier and Servicing Carrier as follows “Shipper’s Load and Count – All shipments loaded by consignor and unloaded by Consignee”. The omission of this notation being made shall not result in a

presumption of the liability of the Carrier or Servicing Carrier for shortage or damage (in the absence of upset or accident).

19. **Increased Liability of Carrier:** Customer may purchase an increased level of Carrier liability than otherwise deemed applicable above. Should Customer wish to exercise this option it must, prior to the tender of a shipment for carriage: i) provide a written request to Carrier, ii) secure the written agreement by an authorized representative of Carrier and iii) agree, in writing, to pay any applicable charges to Carrier.
20. **Indemnity:** Customer shall indemnify and defend Carrier and its respective affiliated and associated companies, and their respective agents, officers, directors, third-party contractors and employees from and against any liability, loss, costs, damages, claims, fines, judgments, penalties and expenses, including attorneys' fees and costs of defense (including cost of investigation, defense, settlement, enforcement of indemnity rights, clean-up or environmental remediation, arising out of or related to (a) breach of these Terms or the Rail Conditions, (b) Customer's Representations and Warranties, (c) Customer's General Responsibilities, (d) other negligent acts or omissions of Customer, its third-party contractors, agents or employees, (e) violation by Customer, its representatives, contractors or employees of any applicable, laws, rules or regulations (d) compliance with or reliance on Customer's instructions, directions, or request; (f) any allegation or argument that these Terms are inapplicable to Services provided by Carrier (g) any claim for loss, damage, delay, injury or shortage of goods in excess of the limitations under these Terms or filed other than in accordance with these Terms.
21. **Refused or Rejected Shipments:** Where Carrier or a Servicing Carrier is unable to deliver a shipment or part of a shipment to its final destination by reason a shipment being refused or rejected or for any other reason, the Carrier shall be entitled to recovery its costs associated with storage of any goods and shall have no liability arising from or related to such storage. If Customer fails to give the Carrier instructions for the disposal of undeliverable, refused or rejected shipments within a reasonable time, Carrier may sell or otherwise dispose of the goods without further liability.
22. **Packaging, Marking and Paperwork:** Customer is responsible for adequate packaging to protect shipment and ensure safe transportation handling fragile goods including, but not limited to, glassware and electronics. Fragile goods must be identified and appropriately packaged or crated for shipment or any liability claim will be denied. Carrier undertakes only to use reasonable care in the handling of the shipment to ensure the provision of goods in a safe, timely, and professional manner. Customer, not Carrier, is responsible for ensuring compliance with all applicable laws and/or governmental authority relating to packing, marking, labeling, commodity identification, certifications, and all paperwork required for the safe and lawful transportation of its tendered cargo.
23. **Subcontracting Rights:** Carrier shall have the right to use alternate carriers (the "Servicing Carrier") or means of transportation and deviate from the regular route to expedite transportation. Carrier shall not be held liable for any loss, damage, expense, or delay to the goods serviced by a Servicing Carrier or other third parties.

Force Majeure Events: Notwithstanding anything to the contrary in any agreement, including Appendices, whether verbal or in writing, in any bill of lading, load confirmation or other document between the Carrier and the Customer for the provision of Services to be performed by the Carrier (the "**Service Documents**"), if the Carrier directly or through a Servicing Carrier, fails to perform, including failure to timely perform any Service(s) covenant, term or obligations under the Service Documents and where such failure is wholly or partially is occasioned by or is in consequence of force majeure, as hereinafter defined, such failure shall not constitute a breach by the Carrier to perform the Service(s), or to comply with any covenants, obligations or terms in the Service Documents. For the purposes of this Agreement, the term "force majeure" shall mean any Act of God (including but not limited to lightning, earthquakes, storms, extreme weather, washout, landslides) and in addition shall mean war, fire, explosion, riot, act of public enemy, civil commotion, mob violence, civil disturbances, terrorism,

insurrection, strikes, threat of imminent strike, walkout, lock out, labour disruption or other industrial disturbances, labour shortage, failure of Carrier's existing suppliers, shortage or unavailability of Carrier's own tractors and trailers, unavoidable casualty, pandemic, plague, epidemic, endemic, public health emergencies or communicable disease outbreak, , , the orders of any court or governmental authority (including but not limited to orders of any court or other governmental authority, governmental actions or regulation (including but not limited to lockdowns, stay-at-home orders, mandated business closings, border closures), traffic slow-downs, border delays from inspection and/or detainment, traffic detours, accident, collision or upset, road blockade, mechanical failures, or other travel restrictions, or to any other cause, whether of the kind enumerated or otherwise not caused by the Carrier (the "Force Majeure") . In such case, performance by the Carrier of its obligation, shall be excused, delayed or suspended for the duration of any event of Force Majeure .. The Carrier shall have no obligation to mitigate the Force Majeure event or the consequences of the Force Majeure event. The Carrier shall give notice of the Force Majeure event after the happening of the Force Majeure event and likewise once the Force Majeure event has ended. Carrier shall, in its sole discretion, have the right to refuse or reject requests for service, or to return an accepted shipment, if it is known or reasonably perceived by the Carrier that any of the foregoing Force Majeure events are occurring or may occur. Any applicable service guarantees are rendered null and void in the event of a Force Majeure Event. Should Carrier invoke this section, the Customer may use other means to fulfill its transportation requirements by such other means during such period of Force Majeure, and until 10 days following receipt of Carrier's notice of resumption. Neither party shall be liable to the other for any loss or damage of any kind whatsoever that arises from, is related to or occurs in connection with the exercise of rights under this section.

24. Impracticability of Performance: Where the performance by the Carrier of any of its obligations or covenants under any Service Documents or these Terms would cause extreme and unreasonable difficulty, expense, injury or loss to the Carrier such that all means of performance by the Carrier are commercially unfeasible, the Carrier shall have the right to refuse or reject requests for Services without any liability for loss or damage to the Customer.

25. Material Adverse Change or Event: Carrier shall be released from all its obligations hereunder and not liable in any for any non-performance of its obligations in circumstances where there has been a material adverse change to the financial position of the Carrier. Material Adverse Change means any change in the business, results of operations, assets, liabilities, or financial condition of the Carrier, that individually or when taken together with all other changes that have occurred before the completion of the Carrier's services hereunder, that is likely to have a materially adverse effect upon the condition of the Carrier. For greater certainty, the following shall constitute and be taken into account in determine whether there has been an Material Adverse Change (i) changes, developments, conditions or events affecting the industry in general in which the Carrier operates; (ii) changes, developments or conditions in or relating to the economy in general, or international, financial or capital markets in general (iii) any changes or proposed changes in any law applicable to the Carrier, the interpretation, application or non-application of any law applicable to the Carrier by any governmental entity generally and not specific to the Carrier, in GAAP or in accounting standards; (iv) any change in global, national or regional political conditions or any act of war (whether declared or undeclared), sabotage or terrorism, any outbreak of hostilities or any escalation or worsening of any an act of war (whether declared or undeclared); (v) any natural disaster; governmental actions or regulation such as and without limiting the generality of the foregoing lockdowns, stay-at-home orders, mandated business closings, and travel restrictions; (vi) , pandemic. Epidemic, or communicable disease outbreak negatively affecting the operations of the Carrier (vi) any union certification process that may be contemplated, initiated or completed as a result of the announcement of, or the completion of the transactions contemplated by this Agreement.

26. Liability and Limitations for Loss, Damage or Delay.

- I. **International Shipments Originating in United States or Canada:** Carrier liability for cargo loss or damage, howsoever caused, for any international shipments arising from Services by Carrier having a

point of origin outside of United States or Canada, Carrier's liability shall be limited to the lesser of (i) any applicable international carriage of goods convention or (ii) \$4.41 per kilogram.

- II. **Shipments Originating in United States:** Carrier liability for any cargo loss or damage, howsoever caused, for Services that involve an origin point in the United States shall be governed by 49 U.S.C 14706 (the "Carmack Amendment") and 49 C.F.R Part 370.
- III. **Shipments Originating in Canada:** Carrier Liability for any cargo loss or damage, howsoever caused, for Services that involve an origin point in Canada shall be governed by the Uniform Bill of Lading or similar deemed contract of carriage terms and conditions in effect in the province of origin, or where there be no such legislation, in accordance with applicable common law.
- IV. **Mexico Shipments:** For Mexico Shipments, the Carrier or Servicing Carrier will not have any liability for loss, damage, delay, injury or shortage of goods or shipments occurring in Mexico. If this geographic liability is determined to be unenforceable, then liability of the Servicing Carrier shall be limited to the terms of Mexican Law (article 66, 67, 68 & 69 of Ley de Camino Puentes y Autotransporte Federal) as published in Diaro the Diaro Oficial on Dec 22, 1993. Claims for such Mexican losses to be asserted within the time limits provided under Mexican law. (Including article 66 & 67 of Ley de Caminos Puentes y Autotransporte Federal as published in Diaro Oficial de la Federacion on Dec 22, 1993. The Carrier shall have no liability for loss, damage, delay, injury or shortage of goods or shipments occurring in Mexico under any circumstances.
- V. In all other instances including shipments within the U.S. as well as in any instance involving an international shipment in which the terms of an international carriage of goods convention do not apply, CARRIERS LIABILITY FOR DIRECT PHYSICAL LOSS OR DAMAGE TO CARGO IN RESPECT OF I, II and III ABOVE, SHALL to the extent permitted by law, be the lesser of (i) the value of the goods at the place and time of shipment, including freight and other charges, if paid; and (ii) \$4.41 per kilogram computed on the total weight of the shipment damaged or lost. If the consignor has declared a value of the goods on the face of the contract of carriage, the amount of any loss or damage for which the Carrier is liable shall be the lesser of (i) actual production cost of the damaged cargo less salvage value, or (ii) \$4.41 per kilogram for the shipment or part thereof that is damaged or lost.

Limitation of Liability: In the event any arbitration award, judgment, ruling or verdict finds that the Carrier was negligent and was the direct or proximate cause of cargo loss, damage, delay injury or shortage , Customer agrees that the Carrier's liability for the lost, damaged or short cargo or for any delay or injury shall be limited to the lesser of (i) the transportation charges assessed by the Carrier and paid by the Customer with respect to the Services involving such goods or (ii) Five USD\$5,000 thousand dollars.

No Liability Events: Neither the Carrier or any Servicing Carrier will be liable for any damage, delay, injury or shortage of goods due to: (a) packaging, loading, unloading, blocking, bracing, securing of goods, (b) inherent vice or defect in goods transported, including rusting of metals, swelling of wood caused by humidity, moisture or condensation, deterioration of perishable products (c) damages caused by heat or cold or altitude, force majeure events as defined in these Terms, (d) an act, omission or default of the Customer, (e) shipments stopped and held in transit at Customer's request, (f) goods that violate any applicable law or regulations or that have not been accurately described or have been loaded such that the combined weight exceeds applicable weight limits, loss damage, delay, injury or shortage occurring before pickup or after delivery, (g) the freezing or overheating of goods shipped in dry trailers or containers unless Customer specifically requests freeze and/or heat protection services or before tendering the shipment to the Carrier in accordance with these Terms and pays additional charge for such services; (g) where goods are prepackaged, shrink wrapped such that the Carrier or Servicing Carrier has not inspected the goods prior to them being packaged or shrink wrapped; (h) where the goods were loaded by the Customer without the driver being present on the freight dock; (i) where loading of shipment by pallet jacks and forklifts precludes accurate count or confirmation of loading practices; (j) where the fragility, perishability or other vice of the products is not expressly made aware to the Carrier or Servicing Carrier and the Carrier and Servicing Carrier has not expressly in writing agreed to assume liability

for same; (k) where the goods were given to the Carrier and Servicing Carrier sealed. Carrier shall only be liable, subject to the limitations contained in these Terms, for loss, damage, injury or shortage to any goods which it transports or arranges the transport where loss, damage, injury or shortage was caused by the Carrier's gross negligence or willful misconduct.

Transit Delays: CARRIER SHALL NOT BE RESPONSIBLE FOR COMPLYING WITH ANY TRANSIT, PICK-UP OR DELIVERY APPOINTMENTS DATES OR TIMES OR MISSED APPOINTMENTS AND WILL NOT BE LAIBLE IN ANY WAY FOR TRANSPORTATION DELAYS OR OTHER CONSEQUENCES. IN NO EVENT SHALL A TIME QUOTATION BE CONSIDERED A GUARANTEE OF ANY TRANSIT, PICKUP OR DELIVERY TIME. NO GUARANTEE OF ANY TRANSIT, PICKUP OR DELIVERY TIME BY THE CARRIER SHALL BE ENFORCEABLE UNLESS SUCH GUARANTEE IS MADE IN WRITING AND ONLY AFTER FULL DISCLOSURE IS MADE TO THE CARRIER OF THE CUSTOMER'S FINANCIAL EXPOSURE IF SUCH GUARANTEE IS NOT MET. IF LIABILITY IS ADJUGED AGAINST THE CARRIER, ANY AWARD IS LIMITED BY TO THE AMOUNTS SET OUT IN THE LIMITATION OF LIABILITY SECTION OF THIS AGREEMENT.

No Consequential Damages: NOTWITHSTANDING ANYTHING TO THE CONTARY CONTAINED IN ANY OTHER DOCUMENT, CONTRACT OR COMMUNICATION BETWEEN THE CARRIER AND CUSTOMER, IN NO EVENT SHALL THE CARRIER, IN ANY CIRCUMSTANCES, BE LIABLE FOR DAMAGES BEYOND THE DIRECT PHYSICAL LOSS OR DAMAGE TO PROPERTY. THE CARRIER SHALL NOT BE LIABLE FOR (1) INCIDENTAL, PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES (2) CONSEQUENTIAL, SPECIAL OR INDIRECT LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING FROM DELAY, LOSS OF PROFIT, LOSS OF INCOME, BUSINESS INTERRUPTION, LOSS OF USE OR OPPORTUNITY, GOODWILL, MARKET SHARE OR FROM THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES BY CARRIER, WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN, AND WHETHER OR NOT THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO WARRANTIES OF WORKMANSHIP, OR FITNESS FOR A PARTICULAR PURPOSE.

27. Claim Handling for Loss, Damage or Delay to Cargo. The Claims handling procedure applies to all claims relating to transportation services:

- I. **Initial Notification of Loss/Damage/Delay:** As a condition precedent to the filing of a written claim with the Carrier for loss, damage or shortage to the shipment under the following paragraph and for commencing arbitration if the matter cannot be resolved, the Customer shall report visible damage, loss or shortage to shipment at the time of delivery and obtain a signed receipt of such notification and forward same to the Carrier within 24 hours by email at claims@chargerlogistics.com. Written notification of concealed damage or loss must be sent to Carrier within 48 hours of receipt of delivery of the shipment, by email to claims@chargerlogistics.com along with a request to Carrier to inspect the damage. Original shipping carton and contents must be retained by consignee for inspection until the claim is processed and a decision made by the Carrier. The failure to make such notification of concealed damage or loss to cargo shall be conclusive that the goods were delivered in good order and condition. Where the Customer fails to give notify the Carrier as provided by this section or to retain the goods and shipping cartons for inspection by the Carrier for at least 90 days, and the failure reasonably has or has the potential to prejudice the Carrier's investigation, the Customer forfeits its right to file a claim with the Carrier for such loss, damage or shortage and the Carrier shall be released from all liability.

- II. **Filing of Claim with Carrier:** : Provided that the Customer has complied with the immediate preceding paragraph, the Customer may file a written claim with the Carrier, which claim shall set setting out: (a) the origin of the shipment, (b) destination and date of shipment of goods (c) the estimated amount claimed in respect of such loss, damage or delay (d) pictures showing the loss or damage (e) proof of title to the goods; (f) written proof of Initial Notification of Loss/Damage/Delay; (f) location of the goods, shipping, cartons and contents where they may be inspected; (g) sworn proof of loss containing facts and documents sufficient to identify the shipment(s) or property involved and the amount claimed; (h) valuation of the salvage amount for the damaged goods. The failure to submit all the items set out herein shall result in a denial of the claim by the Carrier.
- III. Commencing an arbitration in accordance with the Dispute Resolution provisions of these Terms shall not constitute compliance with the Initial Notification and Filing of Claim provisions above.
- IV. **No Set-Off Against Outstanding Claims:** The Customer shall not withhold or set-off any outstanding invoices for claims of loss, damage, delay, injury or shortage of goods and will pay all invoices in full. If the Customer breaches this provision, the Customer's outstanding claims for loss, damage, delay injury or shortage of goods shall be deemed, in addition to any right or remedy the Carrier may have and without prejudice to the right of the Carrier to commence a arbitration to collect any amounts set-off by the Customer and owing to the .

28. **Cargo Claim Procedures:** The filing of a claim does not relieve the responsible party for payment of freight charges. Payment in full of the freight and related charges owing in respect of the shipment at issue is a prerequisite requirement for the Carrier to process a cargo claim made by the Customer. Each claim for loss or damage to cargo filed against Carrier in the manner prescribed herein will be promptly and thoroughly investigated. Carrier reserves the right to require all other documentation it deems necessary, in its sole discretion, to investigate any claim. Regardless of the foregoing, each claim will be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice, a copy of the original invoice, or an extract made therefrom, certified by the claimant to be true and correct. For shipments or any part thereof which are not delivered, Carrier reserves the right to require certification from the claimant that the missing cargo has not been received from any other source. Carrier reserves the right to select a third-party representative or adjuster to inspect any goods or shipments involved in a claim, including any materials used to package or protect the shipment for transportation at the place of delivery. The failure by Customer to provide timely notice of any loss or damage, the failure to permit or arrange inspection as require herein, or the failure to provide complete information to Carrier, without limitation, regarding the storage location of damaged goods, condition of the goods, any quality testing results, any other investigative results, etc., or to cooperate with the Carrier's investigation and to provide any further information and documents as requested by the Carrier shall null and void any claims against the Carrier and release the Carrier from all further liability.

29. **Processing of Salvage:** whenever baggage or material, goods, or other property transported by Carrier is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, Carrier, after giving due notice whenever practicable to do so to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, will undertake to sell or dispose of such property or by the employment of a competent salvage agent. Carrier will only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest therein. Carrier will make an itemized record sufficient to identify the property involved to be able to correlate it to the shipment or transportation involved and claim, if any, filed thereon. Carrier also will assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon. Whenever disposition of salvage material or goods will be made directly to an agent or employees of Carrier or through a

salvage agent or company in which Carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, Carrier's salvage records will fully reflect the particulars of each transaction or relationship, or both as the case may be. Upon receipt of a claim on a shipment on which salvage has been processed in the manner hereinbefore prescribed, Carrier will record on its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same. If Carrier does not receive disposition instructions within forty-eight (48) hours of sending its initial notice, Carrier may, in its sole discretion, attempt to issue a second and final confirmed notification. Such second notice shall advise that if Carrier does not receive disposition instructions within ten (10) days of that notification, Carrier may offer the shipments for sale at a public auction and Carrier has the right to offer the shipment for sale. If Carrier determines in its sole discretion that the potential for recovery will be prejudiced by such second notice period (e.g., where the goods to be salvaged are perishable), Carrier may shorten the second notice period or forego the second notice altogether. The amount of sale will be applied to the costs of the sale and Carrier's invoice for transportation and other lawful charges. The owner will be responsible for the balance of the charges not covered by the sale of goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon written claim and proof of ownership.

30. **Seal Procedures:** Unless otherwise agreed in writing between the Customer and Carrier, the Customer is solely responsible for applying any seal to any trailer or container tendered for Services. The Customer shall apply a 1.5mm diameter or greater cable seals. If the Seal is intact upon delivery, neither the Carrier or any Servicing Carrier shall be liable for any shortage or theft unless there is evidence beyond a reasonable doubt of physical evidence of unauthorized entry into the trailer or container while it is in the possession of the Carrier or Servicing Carrier and proof of actual damage or loss. Shortage claims must be supported by seal records and actual loading and unloading records. The Carrier will be absolved of any liability for shortfall or theft if seal is broken (a) at the direction and under the supervision of a governmental authority and is resealed after inspection by such governmental authority; (b) because it becomes reasonably necessary to do so to inspect, reposition or protect the goods or trailer/container or to comply with applicable laws and regulations.; or (c) at the direction of the Customer. A broken seal, missing seal, tampered seal, mismatched seal number or other seal integrity issue along is not sufficient to support a claim. The consignee may not refuse delivery of a shipment, even for food grade loads, due to broken or missing seals unless there is direct physical evidence of product tampering or contamination beyond the broken or missing seals. Contamination claims must be supported by appropriate quality inspections outlining actual contamination.
31. **Claims Involving Temperature Controlled Shipments:** Carrier shall not be responsible for any damage or loss to goods requiring protection for heat or cold unless Customer, in advance, provides the Carrier with written notice and instructions for handling the shipment, including but not limited to the temperature at which the refrigerated trailers should be set during transportation, and an authorized Carrier representative (at Manager or Director level or higher) has signed the notice and provided special rates for such commodities. A bill of lading will not be considered "notice" of handling requirements and will not be binding.
32. **UNCLAIMED OR REFUSED FREIGHT.** Freight not removed or accepted by the consignee after the freight has been made available and notice of the arrival at destination has been sent may be kept by the Carrier and will be subject to storage charges. At the option of the Carrier, the freight may be stored in a warehouse at the expense of the Customer, consignor, consignee, beneficial owner, or other party liable for freight and other charges. The freight will be held without liability to the Carrier, and subject to the Carrier's lien for all charges, including storage.

If the consignee of nonperishable goods fails or refuses to accept delivery within a reasonable time after notice of arrival has been given, the Carrier shall have the right but not the obligations to, without any liability to the Customer, consignor, beneficial owner, to sell the goods. Before such a sale is made, the Carrier shall give formal notice to the Customer, Consignor, or Beneficial Owner that the freight has been refused or unclaimed,

and that the freight will be subject to sale if disposition is not made within ten (10) days. On perishable freight, the Carrier may sell the freight to the best advantage to protect its interest and prevent deterioration. Where the procedures outlined are not possible or reasonably practicable, the Carrier may sell the freight in a commercially reasonable manner consistent with the circumstances. The proceeds of any sale made under this section will be applied by the Carrier to payment of freight and accessorial charges, interest and attorney fees, costs of sale and other necessary expenses. Any balance will be paid to the Customer or Beneficial Owner of the freight. If the Carrier elects not to proceed with a right of sale, the Carrier shall not be liable for failure to mitigate and the Customer, consignor, consignee or beneficial owner expressly waive any such claim/defense.

OVERFLOW - CHARGE WHEN SHIPMENT CANNOT BE LOADED INTO ONE VEHICLE. When Carrier is tendered a shipment on one bill of lading, and at one time, where the lading cannot be loaded in one trailer, or container, the portion of the shipment that cannot be loaded into the first trailer, or container, either because of weight or cubic volume of the lading, will be considered an overflow. The overflow will be treated as a separate shipment and charges will be assessed as such.

33. **CONFIDENTIALITY AND NO BACK SOLICITATION.** Customer acknowledges and agrees that the names, routes and pricing of the any motor carriers arranged by the Carrier are confidential information and are in the nature of a trade secret. Customer shall not directly contact or solicit rates, bids or services from any underlying carrier where (1) the availability of carrier to perform such services first became known to Customer as a result of the Carrier' s efforts, or (2) where Customer' s Service(s) was first tendered to the underlying carrier by the Carrier. If Customer breaches these provisions and "back-solicits" the Carrier' s underlying carriers and/or service providers, and/or tenders shipments to such carriers, the Carrier shall be paid 15% of the gross transportation charges for all such traffic, as liquidated damages. Termination of the relationship between the Carrier and Customer shall not affect the enforceability and applicability of the foregoing provisions of this clause for a period 6 months after termination.
34. **Applicable Law:** In case of a dispute with a Customer in the United States or outside of North America, the laws of the State of Indiana. shall apply. In the case of a dispute arising with a customer in Canada, the laws of Ontario shall apply. By accepting the Services provided under these Conditions, the Customer irrevocably consents to the applicable law.
35. **Confidentiality:** Both Carrier and Customer agree that all information and data provided in relation to the shipments shall be kept confidential by the party receiving the information. The receiving party shall neither disclose such data to any third party without the written consent of the disclosing party nor use the data for any purposes aside from provision of the agreed upon services. In the event of a breach of this provision, the Carrier, at its sole discretion and in addition to any other remedies the Carrier may have by law, shall charge the Customer and Customer shall pay to Carrier liquidated damages. Both parties agree that at the option of the Carrier, such damages will be estimated by the Carrier.
36. **Dispute Resolution:** Any and all disputes between the Customer and Carrier arising out of, relating to, or in connection with the Services, these Terms, or in respect of the legal or business relationship associated or derived from this Agreement including any disputes regarding the interpretation and validity of this Agreement (the "Dispute"), which cannot be resolved agreement, will be finally be resolved in accordance with the following rules and procedures:
- a) Any and all Disputes shall proceed to a minimum 3-hour mediation before a mediator jointly agreed to by the parties, before the matter may be determined by the Arbitrator. The costs of the mediation are to be equally shared by the Customer and the Carrier.

- b) Any and all Disputes that could not be resolved by mediation shall proceed to be determined by a single arbitrator by a single arbitrator with the application of the Simplified Arbitration Rules of the ADR Institute of Canada Inc. The Seat of the Arbitration will be Brampton, Ontario Canada. The language of the Arbitration will be English. The Arbitration shall be subject to the following provisions:
- a. The party desiring arbitration shall select an arbitrator and shall notify the other party in writing of such selection. The notice shall set forth a brief description of the matter in dispute and if appropriate, the section or article hereof pursuant to which such matter is so submitted. The other party shall, within 5 days after receiving such notice, select an arbitrator and the two shall select a Chairman of the Arbitral Tribunal to act jointly with them. If said arbitrators are unable to agree on the selection of such Chairman shall be designated by a judge of the Ontario Superior Court of Justice upon an application by the Carrier or Customer. The Arbitration shall take place by electronic means by zoom, unless the parties agree otherwise. The decision of the arbitrators and the Chairman or any two of them in writing shall be binding upon the parties both in respect of procedure and the final determination of the issues therein. The said Arbitrators and Chairman shall, after hearing any evidence and representations that the parties may submit, make the decision and reduce the same to writing and deliver one copy thereof to each of the parties. The majority of the Chairman and arbitrators may determine any matters of procedure for the arbitration not specified herein.
 - b. If the party receiving notice of the selection of an arbitrator by the party desiring arbitration fails within the said five days to nominate an arbitrator, the arbitrator selected by the party design the arbitration shall proceed alone to determine the Dispute in such manner and at such time as the arbitrator shall think fit and the arbitrator's decision shall, subject to the provisions, hereof, be conclusive, final and binding on the parties. Notwithstanding the foregoing, any arbitration may be carried out by a single arbitrator if the parties so agree, in which even the provisions of this section shall apply mutatis mutandis.
 - c. The costs of the arbitration shall be borne and paid by the parties, as follows:
 - i. Each party is responsible for its own legal costs;
 - ii. Any common costs, including arbitrator's fees shall be equally shared as between the parties;
- If a party fails to pay its share of the common arbitration costs, it shall not be permitted to advance its claim or defense and the Arbitrator shall upon a motion the other party make an Order providing that unless the amount is paid that the defense or claim shall be struck and the Arbitrator shall proceed to determine the matter based on the materials before it and without the participation of the party in default.
- d. There shall be no appeal of the arbitrator's award on any basis.
 - e. The arbitration, including the evidence presented at the arbitration shall remain confidential and shall not be disclosed outside of the arbitration except to the party's legal counsel for the purposes of the arbitration.
 - f. If any arbitrator is unable or unwilling to accept the nomination, the party that so selection the arbitrator shall be permitted to name another selection.
 - g. Any arbitration under these Terms shall take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S

INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both parties agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

37. **Other Provisions:** (i) The Carrier reserves the right to inspect shipments at the discretion of the Carrier. However, the Carrier is not obligated to perform an inspection (ii) the Carrier reserves the right to reweigh or remeasure freight to ensure accuracy of freight weight and dimensions. If the weight or measurements are different from those given by the Customer, the Carrier's fees are subject to change.
38. **Limitation Period For Disputes:** No arbitration or other proceeding, judicial or otherwise as permitted by these Terms (the "Proceeding") shall not be commenced by the parties, related to, arising from or in a way connected to the business relationship arising from the Services or these Terms, unless commenced within: (i) 9 months after the date of delivery of goods for claims to damage to goods; (ii) 9 months from the date the goods should have been delivered for claims for delay in delivery of loss of goods; (iii) for claims regarding overpayment by Customer and overcharge by Carrier, within 90 days after the date of the overcharge or overpayment (iv) 2 years from date of invoice for non-payment by Customer for Service(s) provided by Carrier. The Parties agrees that this provision shall have the effect of reducing the applicable statutory limitation period to the periods set out herein. To the extent permitted by applicable Law, the expiration of time limits in this section will be a complete and absolute defense by the parties to any Proceeding regardless of any extenuating or mitigating circumstances or excuses of any nature whatsoever.
39. **Entire Agreement and Severability:** In the event that any portion of these Conditions results in a violation of any law, or any provision is determined in a Proceeding to be invalid or unenforceable, the Parties agree that such portion or provision will be severable and that the remaining provisions of these Terms will continue in full force and effect. The representations and obligations of the Parties will survive the termination of these Conditions for any reason. These Terms and any Carrier issue rate quotation or confirmation and the documents reference herein constitute the full and complete understanding and agreement of Customer and Carrier and supersedes all prior understandings, whether oral or written. Carrier has not made any representation, promise, inducement or statement which is not stated in these Terms. The Carrier will not be bound by or liable for any alleged representation, promise, inducement or statement of intention not so stated in this Agreement.
40. **Modifications of Terms and Conditions:** The Carrier shall have the right to amend, supplement, or delete any or all the Terms herein at any time(s), without prior notice and in its sole discretion. Any changes will take effect at 12:01 am. EST as of the Effective Date shown on the Terms posted on the Site. The Customer represents that it has reviewed the Terms in effect and posted on the Site prior to requesting and/or receiving any Service(s) and agrees to be bound to the Terms then in effect at the time of the Service. The posting of the revised or updated Terms shall be sufficient notice to the Customer of the modifications, without the need for the Carrier to advise the Customer that changes/revisions have been made.
41. **Assignability:** The Carrier covenants and agrees to provide notice to the Customer when it becomes aware of circumstances that may render it unable to fulfill its obligations to the Customer. Upon receipt of such notice, the Carrier may at its option assign this Agreement to another carrier to complete all the required obligations of the Customer. Upon delivery of such notice from the Carrier, any agreements in place are automatically deemed assigned without further notice or formality.

42. **Non-Waiver; Remedies:** Delay or failure of the Carrier or Customer to insist upon performance of any of these Conditions, or to exercise any right or privilege herein, or the waiver of any breach of any of the Conditions, will not be construed as waiving any such terms, conditions, provisions, rights, or privileges, but the same will continue and remain in full force and effect as if no forbearance or waiver or delay had occurred. Consent or approval by a Party to any act requiring consent or approval will not be deemed to waive or render unnecessary consent or approval of any subsequent similar act. The Company and Customer hereby waive all rights and remedies provided for by Part B of Subtitle IV to Title 49 of the U.S. Code to the extent such rights and remedies conflict with the provisions of these Conditions. The Company's rights and remedies under these Conditions will be cumulative, and its pursuit of any such right or remedy will not preclude it from pursuing any other available right or remedy.

43. **Independent Contractor Relationship:** The relationship between Customer and the Carrier is that of independent contractor and is not based on common law or contract employment, agency, partnership, or a joint venture.

Schedule A: Accessorial Charges

Version Type	UOM	Currency	Charge	Description
Detention with Power Unit	Per Hour	CAD	\$ 75.00	Rate per hour in excess of the two hours (paid in 15 minute increments)
Layover (Single Driver Vehicle)	Per Day	CAD	\$ 250.00	Rate per day for detention in excess of ten hours for a single driver vehicle.
Layover (Team Driver Vehicle)	Per Day	CAD	\$ 500.00	Rate per day for detention in excess of ten hours for a team driver vehicle.
First Stop Off	Per Stop	CAD	\$ 65.00	Charge for first additional stop beyond the tendered pick (origin) and drop (destination) location.
Second Stop Off	Per Stop	CAD	\$ 100.00	Charge for second additional stop beyond the tendered pick (origin) and drop (destination) location.
Third Stop Off	Per Stop	CAD	\$ 150.00	Charge for third additional stop beyond the tendered pick (origin) and drop (destination) location.
Additional Stop Offs	Per Stop	CAD	\$ 185.00	Charge for fourth (or more) additional stop beyond the tendered pick (origin) and drop (destination) location.
Demurrage	Per Day	CAD	\$ 60.00	Daily fee for each day of detention after the day of notification
Storage at US Origin (Dry)	Per Day	USD	\$ 50.00	Storage in-transit charge per day for situations where the Carrier is required by the Customer to sign for and pick-up a trailer transferring dry freight from Customer's facilities and hold for a period of time.
Storage at US Destination (Dry)	Per Day	USD	\$ 50.00	Storage in-transit charge per day for situations where the Carrier is required by the Customer to sign for and pick-up a trailer transferring dry freight from Customer's facilities and hold for a period of time.
Storage at US Origin (Temp)	Per Day	USD	\$ 125.00	Storage in-transit charge per day for situations where the Carrier is required by the Customer to sign for and pick-up a trailer transferring temperature controlled freight from Customer's facilities and hold for a period of time.
Storage at US Destination (Temp)	Per Day	USD	\$ 125.00	Storage in-transit charge per day for situations where the Carrier is required by the Customer to sign for and pick-up a trailer transferring temperature controlled freight from Customer's facilities and hold for a period of time.
Storage at CAN Origin (Dry)	Per Day	CAD	\$ 65.00	Storage in-transit charge per day for situations where the Carrier is required by the Customer to sign for and pick-up a trailer transferring dry freight from Customer's facilities and hold for a period of time.
Storage at CAN Destination (Dry)	Per Day	CAD	\$ 65.00	Storage in-transit charge per day for situations where the Carrier is required by the Customer to sign for and pick-up a trailer transferring dry freight from Customer's facilities and hold for a period of time.
Storage at CAN Origin (Temp)	Per Day	CAD	\$ 150.00	Storage in-transit charge per day for situations where the Carrier is required by the Customer to sign for and pick-up a trailer transferring temperature controlled freight from Customer's facilities and hold for a period of time.
Storage at CAN Destination (Temp)	Per Day	CAD	\$ 150.00	Storage in-transit charge per day for situations where the Carrier is required by the Customer to sign for and pick-up a trailer transferring temperature controlled freight from Customer's facilities and hold for a period of time.
Vehicle Ordered Not Used	Per Shipment	CAD	\$ 250.00	Charge for situations when a driver with power unit is ordered into a facility to pick-up, but is not used. The fee shall not apply if order is cancelled eight or more hours prior to pick-up or if another load is provided.

Reconsignment (Dry Freight)	Per Mile	CAD	\$ 1.85	Per-mile linehaul charge from the origin to the new destination via the point of reconsignment for shipment containing dry freight. Shipment shall be considered reconsigned if a new destination is identified prior to or after attempted delivery to the original destination on the bill of lading. Basis for mileage calculation will be PC Miler v24.1 Practical.
Reconsignment (Temperature Freight)	Per Mile	CAD	\$ 2.00	Per-mile linehaul charge from the origin to the new destination via the point of reconsignment for shipment containing temperature controlled freight. Shipment shall be considered reconsigned if a new destination is identified prior to or after attempted delivery to the original destination on the bill of lading. Basis for mileage calculation will be PC Miler v24.1 Practical.
Out-of-Route Miles (Dry Freight)	Per Mile	CAD	\$ 1.85	Charge per mile for any out-of-route miles for shipments containing dry freight. Out-of-route miles are defined as any additional miles driven beyond the standard PC Miler v24.1 Practical.
Out-of-Route Miles (Temperature Freight)	Per Mile	CAD	\$ 2.00	Charge per mile for any out-of-route miles for shipments containing temperature controlled freight. Out-of-route miles are defined as any additional miles driven beyond the standard PC Miler v24.1
Deadhead Miles/Repositioning	Per Mile	CAD	\$ 1.75	Charge per mile for deadhead miles. Basis for mileage calculation will be PC Miler v24.1 Practical.
Protect From Freezing	Per Shipment	CAD	%	In the event that a shipment requires Protect From Freeze (PFF) equipment for Canadian/US shipments, the carrier will be compensated for providing such protective services up to 20% of the line haul rate for the freight move. .
Lumper	Per Delivery	CAD	AD-HOC	This accessorial is for the price of a lumper service.
Hazardous Materials	Per Shipment	CAD	AD-HOC	Flat charge for shipments classified as "Hazardous Materials".