

Serv Transport, LLC. Terms and Conditions

The entire agreement between Serv Transport, LLC . (“Company”) and the enrolled customer, shipper and/or consignee, as the case may be (“Customer”), consists of: (i) the terms on any quote prepared by Company for Customer, (ii) ~~these Terms and Conditions of Transportation Services~~, and (iii) any additional terms and conditions proposed by Company in writing and signed by Customer ((i) through (iii) collectively, the “Agreement”). The Agreement shall become binding when accepted by Customer either by acknowledgment or performance by Company. These Terms and Conditions of Transportation Services shall apply to all shipments scheduled by Customer and may be amended from time to time by Company, in its sole discretion. Any terms and conditions proposed by Customer which are additional to or inconsistent with the terms and conditions contained in the Agreement shall be void, unless specifically agreed to by Company in writing, signed by Company’s duly authorized representative.

The Company is an Asset Based Transportation Company for purposes of US domestic ground transportation, ocean transportation. The Company reserves the right, in its sole discretion, to refuse to broker/schedule any shipment at any time.

“Goods” refers to cargo transported hereunder, including all pieces which are tendered to, and accepted by, Company on a single bill of lading.

1. Transportation Documents.

1.1. Each shipment under this Agreement shall be evidenced by one or more transportation documents, which may include, but not be limited to, bills of lading, air waybills, ocean bills of lading, warehouse receipts manifests or any other documents purporting to control the custody and/or movement of the Goods (collectively, the “Transportation Documents”), showing the kind, quantity and condition of the Goods received and delivered by Company or its subcontractors at the loading and unloading points, respectively. In the case of a conflict with any term or condition of this Agreement, the Transportation Document or the carrier’s General Rules Tariff, the carrier’s General Rules Tariffs shall take precedence and govern, then the Transportation Document, then this Agreement – in that order of priority. If a shipment originated outside the United States, the contract of carriage is with the Company’s subsidiary, branch, or independent contractor who originally accepts the shipment.

1.2. For purposes of air and ocean transportation, Customer is required to use Company's system-generated Transportation Document. All such Transportation Documents are STRAIGHT/NON-NEGOTIABLE, have been prepared by Company on behalf of the Customer, and shall therefore be deemed, conclusively, to have been prepared by the Customer and to bind Customer. Any unauthorized alteration or use of a Transportation Document or tendering of shipments to any carrier other than that designated by the Company, or the use of any Transportation Document not authorized or issued by the Company shall VOID the Company's obligations to make any payments relating to the associated shipment and VOID all rate quotes. If Customer does not complete all the documents required for carriage, or if the documents which Customer submits are not appropriate for the services, pick up or destination requested, the Customer hereby instructs the Company, where permitted by law, to complete, correct and/or replace the documents for Customer at Customer's expense; provided, however, the Company is not obligated to do so. If a substitute form of Transportation Document is needed to complete delivery of a shipment, and the Company completes that document, the terms of that Transportation Document will govern. The Company is not liable to the Customer or to any other person for any actions taken on behalf of the Customer under this provision.

2. Customer Warranties.

2.1. Customer covenants, represents and warrants, as applicable, that (i) Customer is the legally documented owner of all Goods tendered to Company, and/or is authorized to cause such Goods to be stored and otherwise controlled by Company as provided in the applicable Transportation Document; (ii) Customer will comply with all applicable laws, rules, and regulations including, but not limited to USDOT Laws, customs laws, import and export laws, dangerous or hazardous materials laws/rules/regulations, and governmental regulation of any country to, from, through or over which the shipment may be carried; (iii) Customer will provide complete, accurate and timely information regarding each shipment; (iv) Customer will furnish such information and complete and attach to the applicable Transportation Document such documents as are necessary to legally complete the shipment; (v) all items to be shipped will be completely and accurately marked to enable identification of the contents without opening any shipping or storage containers; (vi) Customer will make every effort to accurately measure the dimensions and weights of all items and understands that Company's rate depends upon the accuracy of this information; and (vii) Customer's authorized representative(s) shall be identified to Company's agent or coordinator and shall be available at all times at the point of

origination to sign, and shall sign, all documents evidencing pick-up of the items to be shipped by Company.

2.2. The Company assumes no liability to the Customer or to any other person for any loss or expense due to the failure of the Customer to comply with this provision. Any individual or entity acting on behalf of the Customer in scheduling shipments warrants that he/she/it has the right to act on behalf of the Customer and the right to legally bind Customer. Customer understands and agrees that, unless otherwise expressly agreed to by Company in the Agreement, Company shall not acquire title to or assume risk of loss for any of the Goods on behalf of Customer, and shall not, in the course of providing the services in accordance with the Agreement, acquire title to or assume risk of loss for, or be deemed to have acquired title to or assumed risk of loss for, the Customer's Goods. Customer indemnifies, defends, and holds Company harmless against any liability, loss, damage, cost, expense, including attorneys' fees, claim, or penalty whatsoever arising from Company acting in accordance with Customer's instructions, from any breach by Customer of any warranty contained in this Agreement, or from the negligence, gross negligence, or willful misconduct of Customer or its employees or agents.

3. Customer agrees to obtain and provide LP, upon request, with accurate and up-to-date details concerning any pick-ups or drop-offs at the Customer's business premises. This includes, but is not limited to, Company's MC#/DOT#/Licensing, the Company's name, driver's name, contact information, and any specific instructions or requirements related to the pick-up/drop-off. Failure to obtain and/or provide such confirmation may result in delays or additional charges, for which the Customer will be solely responsible.

3. Payment

3.1. All charges are payable in US Dollars, due and payable (30) days from the date of invoice by Company, provided Customer's credit application is approved. Alternative terms may be required if the credit application is incomplete or Customer's credit score does not meet Company's standards. Any payment which is past due shall accrue interest daily at the rate of 1.5% per month on the outstanding balance due, or the highest rate of interest permitted by applicable law, whichever is less. All funds received by the Company will be applied to the oldest (based on pick-up date) invoiced Transportation Document that is outstanding. Over payments do not accrue interest. In the event the Company retains an attorney or collection agency to collect unpaid charges or for the enforcement of the Agreement, all unpaid charges will be subject to a late payment penalty of 33%, and

Customer shall also be liable for all attorneys' and collection agency fees incurred, together with all related costs and expenses.

3.2. Notwithstanding the foregoing, Customer's payment terms are always subject to credit approval. Company may perform a credit check based on the information provided at the time of enrollment by the Customer. The amount of credit, if any, granted to the Customer is within Company's sole and absolute discretion. When paying by credit card or electronic funds, the Customer agrees it will be responsible for all charges payable, including any adjustments, on account of such Customer's shipment, plus a 3.5% credit card transaction fee. These charges and adjustments, if any, will be automatically debited to the Customer's credit card or bank account.

3.3. All shippers, consignors, consignees, third party freight forwarders and third party freight brokers are jointly and severally liable for the freight charges relating to a shipment under the Agreement.

3.4. The Customer shall be liable, jointly and severally, for all charges payable on account of such Customer's shipment, including but not limited to transportation, fuel and other applicable accessorial charges, including all adjustments issued by the carrier(s) after the shipment, and all duties, customs assessments, governmental penalties and fines, taxes, and Company's attorney fees and legal costs allocable to this shipment and/or all disputes related thereto. The Company shall have a lien on the shipment for all sums due it relating to this shipment or any other amounts owed by Customer. The Company reserves the right to amend or adjust the original quoted amount or re-invoice the Customer if the original quoted amount was based upon incorrect information provided at the time of the original quote or if additional services by the carrier were required or otherwise authorized by the Customer to perform the pickup, transportation and delivery functions therein. Customer is permitted thirty (30) business days from the date of the invoice to dispute any invoiced charges. If the Company does not receive a dispute within the allowable thirty (30) business days, the disputed item will be denied by the Company.

4. Claims

4.1. All claims for loss, damage, delay or non-delivery must be made within Sixty (60) days of the shipping date, or such claims shall be deemed to be waived. Original shipping carton and contents must be retained by consignee for inspection. Acceptance of Goods by recipient without noting damage on the delivery notice shall be conclusive evidence that such Goods were delivered in good condition and without damage.

4.2. The filing of a claim does not relieve the responsible party for payment of freight charges. Freight payment is necessary in order for a carrier to process a claim. All freight cargo claims should be submitted immediately to the Company to help ensure timely resolution. The Company will attempt to assist in the resolution of freight claims, but has no responsibility or liability therefore. No claim will be reviewed until all shipping and related charges have been paid to Company. All packaging and containers must be made available for inspection by Company. Insurance claim payments, minus any applicable deductible, will be made in U.S. dollars. Where Company files a damage claim with carrier on behalf of Customer and receives recovery funds, the Company has a lien on such recovery amounts and reserves the right to apply recovery amounts to open past due invoices on account. This includes recovery amounts received from carrier for freight charges and/or product damage claim amounts.

4.3. All claims for overcharge shall be deemed waived if not presented to Company within Sixty (60) days of the original invoice date. Notwithstanding the foregoing, if an account is more than sixty (60) days past due, Company may apply overpayments, or other credits owed to Customer, against the oldest dated invoices.

4.4. All claims are to be submitted in writing by overnight or certified mail to the following physical and/or email address: Serv Transport, LLC 175 Mercedes Drive Carol Stream, IL. 60188 . The Company will provide reasonable facilitation of claim services such as submitting the Customer's and/or vendor provided information to initiate or process a claim on behalf of the Customer in normal course. However, the Customer acknowledges and agrees that for claims requiring claims facilitation/handling services, above and beyond the submission of Customer and/or vendor provided information, the Company is entitled to and may charge/deduct a corresponding handling fee equal to 10% of the claim amount.

4.5. All suits against Company must be filed and properly served on Company as follows: (i) For suits arising out of ocean transportation, within 12 months from the date of delivery of the goods or the date when goods should have been delivered per the Company's house bill of lading. (ii) For suits arising out of international air transportation, within two (2) year from the date of arrival of the goods at destination, or from the date on which the aircraft ought to have arrived or from the date on which the carriage stopped. (iii) For suits arising out of domestic air and domestic and international ground transportation, within two (2) years from the date Company has declined the claim, in whole or in part.; (iv) For suits arising out of the preparation and/or submission of an import entry(s), within 90 days from the date of liquidation of the entry(s); (v) For any and all other suits of any other type, within two years from the date of the loss or damage.

5. Limitations of Liability

5.1. Subject to the limitations of liability contained in the Transportation Document and the carrier's General Rules Tariff, Company shall only be liable for any loss of or damage to a shipment resulting directly from the Company's negligence. In the event of any liability for loss of or damage to any such shipment, Company's liability shall be limited to the below limitations of liability dependent on the mode of transportation:

5.2. In instances of liability pursuant to Company's operation as an asset based trucking company for domestic trucking services, damage, or delay pursuant to 49 USC 14706 and as further limited in the Transportation Document and carrier's General Rules Tariff. Subject to the foregoing, Company's liability shall be subject to the limitations of liability contained in the Transportation Document and the carrier's General Rules Tariff, and Company shall not be liable for any loss, damage, expense or delay to the Goods for any reason, including as a result of the negligence or fault of Company, for any amount in excess of the lesser of: \$0.50 per lb. of the Goods in question; unless a higher value is declared by Customer, agreed to in writing by Company prior to acceptance of the shipment, and Customer pays any additional fees, charges, or costs associated with such declared value. A higher value declared on the bill of lading shall not increase carrier liability unless Customer and Company have executed a written agreement specifying the rate and liability set forth on the BOL. Partial loss or damage shall be prorated on this basis.

5.3. Liability for all damages shall be limited to the higher of \$50.00 per shipment or \$0.50 per pound (\$1.10 per kilogram) of that part of the cargo adversely affected thereby, unless at the time of shipment the Customer makes a declaration of value for carriage in advance of shipment and the Customer and Company agree in writing and pays the appropriate valuation charge, in which event Company's liability shall not exceed such higher declared value. Customer assumes all risk of any loss, damage, or delay in excess of the declared value or liability limitations set forth herein. If Customer sends more than one piece on a shipment Customer shall specify the declared value for each piece; otherwise, the declared value for each piece shall be determined by dividing the total declared value by the number of pieces on the air waybill. The maximum declared value per shipment is one hundred thousand U.S. dollars (US\$100,000), and any effort to declare a value in excess of this maximum shall be null and void, regardless of the value declared, the number of shipments transported by Company, or the number of distinct shippers affected by a disaster, accident, or other event.

5.4 The Company is not liable for any loss, damage, mis-delivery or non-delivery caused by the act, default or omission of the Company. The Company is not liable for any loss, mis-delivery or non-delivery caused by the act, default or omission of the Customer or any other party who claims interest in the shipment or caused by the nature of the shipment or any defect thereof. The Company is not liable for losses, mis-delivery or non-delivery caused by violation(s) by the Customer of any of the provisions of the Transportation Document or of the carrier's General Rules Tariff including, but not limited to, improper or insufficient packing, securing, marking or addressing, or of failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions. The Company is not liable for losses, mis-delivery or non-delivery caused by events of Force Majeure (defined in Section 12 below). The Company is not liable for failure to comply with delivery or other instructions from the Customer or for the acts or omissions of any person other than employees of the Company.

5.5 THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE WITH RESPECT TO THE SERVICES PERFORMED HEREUNDER. THE COMPANY CANNOT GUARANTEE DELIVERY BY ANY SPECIFIC TIME OR DATE. IN ANY EVENT, THE COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, WHETHER OR NOT THE COMPANY HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED

5.6 Customer expressly waives all rights and remedies it may have as to Company and its subcontractor motor carriers under 49 U.S.C. Subtitle IV, Part B (excluding §§ 13703, 13706, 14101 and 14103) to the full extent permitted by 49 U.S.C § 14101(b)(1).

6. Quotations and Rates

6.1. Quotations by Company are for informational purposes only and are subject to change without notice. No quotation binds Company unless Company agrees to handle or transport the goods at specific rates and payment terms.

6.2. Rate acceptance is required in writing prior to Goods booking, which rate is subject to change by carrier upon its receipt of the Goods. All displayed transit times for surface transportation are estimates only and do not include day of pickup, and surface transportation pickup dates are not guaranteed. Surface transportation rates are based on

road regal weight and DO NOT INCLUDE fuel surcharge unless otherwise specified, which fuel surcharge is subject to fluctuation. Overweight containers are subject to additional cost. Rates are subject to (i) chassis usage surcharge, chassis split, lift, and/or repossession charge, yard storage, yard pull to avoid rail storage, driver detention at rail, detention at customer if applicable, and (ii) any GRI, PSS, port congestion, BAF and other accessorial charges or increases as per carrier(s) without notice at time of shipment. All services are governed exclusively by the carrier's General Rules Tariff.

Right to Reject Requests for Shipping Services

7.1. Company reserves the right to reject any request for shipping in its sole discretion. Without limitation, any shipment containing any item that is considered a restricted article or hazardous material by the Department of Transportation (DOT), International Air Transport Association (IATA), or the International Civil Aviation Company (ICAO), will not be shipped by Company. Shipments containing items that cannot be transported legally or safely, include, but are not limited to:

- Animals
- Plants
- Chemicals
- Perishables
- Currency
- Precious Metals
- Explosives
- Precious Stones
- Liquor

9. Obligations of Company

9.1. Company agrees to provide the Asset Based Trucking services hereunder on a non-exclusive basis, in a good and workmanlike manner. Company represents and warrants that it holds all necessary licenses, permits and/or other authorizations necessary to provide the Asset based Trucking services described herein, and is duly qualified and authorized to perform its obligations under the Agreement.

9.2.

Company will comply with all applicable laws and regulations pertaining to the performance of the freight services. Company will provide Customer with activity reports and other reports as reasonably requested by Customer from time to time.

10. Independent Contractor

10.1. Company shall be an independent contractor with respect to Customer, and nothing herein contained shall be construed to be inconsistent with such relationship or status. Company's agents and employees shall under no circumstances be deemed to be agents, employees or representatives of Customer. Customer shall have no control and direction of the persons providing services hereunder. Similarly, in no event shall any person engaged or employed by Customer be considered an employee or agent of Company.

10.2 Company shall engage and/or subcontract with such entities and/or individuals as it may deem necessary or appropriate in connection herewith, it being understood and agreed that such entities or individuals shall be subcontractors of Company only and shall be subject to discipline and control solely and exclusively by Company.

11. Carrier's and Warehouseman's Lien. Customer acknowledges that Company and its subcontractors have both a carrier's and warehouseman's general lien on all Goods handled pursuant to any Transportation Document. This lien may be enforced by Company and its subcontractors at any time at either a public or private sale with or without a judicial hearing. Any notice required to be given of a sale or other disposition made at least ten (10) days before a proposed action constitutes fair and reasonable notice. Any surplus from the sale or other disposition, after deduction for all sums owed to Company, shall be transmitted to Customer, and Customer shall be liable for any deficiency. Customer also grants Company a security interest in the Goods being handled under any Transportation Document until Customer has fully satisfied all liabilities, whenever occurring, owed to Company. Company has the right to withhold delivery or release of Goods if Customer is in breach of any indebtedness or obligation to Company, even if not related to such Goods. If any such indebtedness or obligation is unsatisfied, Company may, in addition to all other rights and remedies under other agreements

and/or applicable Law, exercise all rights and remedies of a secured party under the Uniform Commercial Code, including, but not limited to the filing of financing statements covering any such Goods without Customer's signature.

12. **Force Majeure.** Any delay or failure of performance of Company under these Terms and Conditions of Transportation Services shall not constitute a breach or default hereof or of any Transportation Document, or give rise to any claims for damages, if and to the extent that such delay or failure is caused by an occurrence beyond the reasonable control of the Company, including, but not limited to, acts of God, acts of governmental authorities, public enemies, acts or omissions of Customs or quarantine officials, war, riots, rebellions, strikes, sabotage, fire, explosions, accidents, floods, strikes, lockouts, labor disputes, weather conditions, mechanical delay or failure of aircraft or other equipment, the discovery of materially different site conditions, or changes in laws, regulations, or ordinances.
13. **Non-Exclusivity** Customer understands and agrees that this Agreement is non-exclusive and that Company shall be free to provide similar services to companies other than Customer and that Customer shall be free to utilize logistics services from companies other than Company provided that these actions do not interfere with the parties' ability to perform under this Agreement.
14. **Miscellaneous** This Agreement is binding and for the benefit of both Company and Customer and their respective representatives, successors and permitted assigns. Neither party may assign this Agreement without the written consent of the other party. Either party's failure to strictly enforce any provision of this Agreement will not be construed as a waiver of that provision or as excusing the other party from future performance. The Agreement completely and exclusively states the agreement of the Company and Customer regarding the subject matter hereof and supersedes all prior negotiations, representations or agreements with respect to the subject matter hereof, written or oral, and may be amended only by written instruments signed by the Company and Customer. If any part of these Terms and Conditions of Transportation Services is found unenforceable, it will not affect the validity or enforceability of any other provision of these Terms and Conditions of Transportation Services.

15. Governing Law

15.1. THE VALIDITY, PERFORMANCE AND CONSTRUCTION OF THESE TERMS AND CONDITIONS AND ALL TRANSPORTATION DOCUMENTS HEREUNDER SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE County of DuPage in the State of Illinois

15.2. Any action arising out of or relating to this Agreement will be subject to exclusively venue in the Court of Dupage County in the state of Illinois or in the United States District Court for the Northen District of Illinois. Customer hereby irrevocably consents and submits to the personal jurisdiction of said courts for all such purposes.