

COSTA FREIGHT LLC

Miami, FL | Colombia

TERMS, CONDITIONS & ACCESSORIAL CHARGES

Drayage Operations — Miami, Florida

Effective Date: April 2026 | Version 1.0

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IMPORTANT NOTICE — READ BEFORE ENGAGING SERVICES

All transportation, logistics coordination, and related services offered by Costa Freight LLC are governed by these Terms, Conditions, and Accessorial Charge Schedule. By submitting a delivery order, requesting a quote, or engaging Costa Freight in any capacity, the Customer, Shipper, Consignee, Broker, or Provider acknowledges and accepts all provisions contained herein in their entirety. Quotes are valid for 14 days only. Rates may vary if shipment details are incomplete or inaccurate.

1. SCOPE OF SERVICES

All transportation coordination, drayage, logistics management, and related administrative services (collectively "Services") provided by Costa Freight LLC ("Costa Freight", "we", "us") are governed by these Terms and Conditions ("Terms"). Costa Freight operates primarily as a logistics coordination and dispatch company, utilizing a network of third-party licensed carriers and service providers to fulfill transportation requests.

Costa Freight does NOT operate as a direct motor carrier, freight forwarder, or NVOCC. Our primary function is operational and commercial coordination between ports, carriers, warehouses, and clients, ensuring compliant and efficient movement of containerized cargo in and around Miami, Florida.

By engaging Costa Freight, all Shippers, Consignors, Consignees, Depositors, Freight Brokers, Importers, Exporters, NVOCCs, and Warehouses (collectively "Customers") and all Carriers, Sub-carriers, and Third-Party Providers (collectively "Providers") agree to be bound by these Terms.

2. DEFINITIONS

For purposes of these Terms, the following definitions apply:

Costa Freight LLC: A logistics coordination and dispatch company incorporated in the State of Florida, acting as coordinator between clients and third-party carriers. Costa Freight does not hold assets or operate trucks directly.

Customer: Any entity — including Shippers, Importers, Exporters, Freight Brokers, NVOCCs, Forwarders, and Warehouses — that engages Costa Freight for logistics coordination services.

Provider / Carrier: Any third-party licensed motor carrier, trucker, or sub-provider contracted by Costa Freight to execute the physical transportation of cargo.

Delivery Order (D/O): A written instruction submitted by the Customer authorizing Costa Freight to arrange pickup, transport, and/or delivery of a container.

Line Haul (LH): The base transportation rate quoted for moving a container from origin to destination, exclusive of fuel surcharge and accessorial charges.

Fuel Surcharge (FSC): A weekly variable percentage applied to the Line Haul rate to reflect current diesel fuel prices, as published by the U.S. Energy Information Administration (EIA) for the Miami, FL market.

Accessorial Charge: Any additional fee beyond Line Haul and FSC, triggered by specific operational conditions such as waiting time, overweight cargo, special equipment, or schedule changes.

ETA (Estimated Time of Arrival): The expected date and time of vessel arrival at the port of discharge.

POD (Port of Discharge): The port where the vessel unloads the container, typically PortMiami or Port Everglades.

LFD (Last Free Day): The final day a container may remain at the terminal without incurring demurrage charges, as designated by the steamship line.

Demurrage: A charge imposed by the steamship line or terminal for containers that remain at the port beyond the free days allowed.

Detention / Per Diem: A charge imposed by the steamship line for containers retained outside the terminal (on chassis) beyond the free days allowed.

Pre-Pull: The act of picking up a container from the port one business day prior to the scheduled delivery date, typically required for OTR moves or warehouse appointment-based deliveries.

Local Move: A drayage move where the delivery destination is within 80 miles of the port of origin.

OTR (Over-the-Road): A drayage move where the delivery destination is more than 100 miles from the port of origin.

Drop Service: A service in which the container is left at the delivery location for unloading, and the driver returns later to retrieve the empty unit.

TONU (Truck Order Not Used): A charge applied when a truck is dispatched but the move is canceled or not executed through no fault of the Carrier.

Dry Run: A failed delivery attempt where the driver arrives at the destination but cannot complete the delivery due to circumstances outside the Carrier's control.

Layover: A charge applied when the driver must remain overnight due to warehouse delays, port closures, or other non-carrier causes.

Chassis: The wheeled equipment used to transport a container. Subject to daily rental fees.

Reefer: A refrigerated container that requires electrical connection (plug-in) and/or genset for temperature maintenance.

Hazmat: Cargo classified as hazardous materials under 49 CFR, requiring special handling, documentation, and carrier qualifications.

3. QUOTES, RATES, AND VALIDITY

3.1 Quote Validity

1. All quotes issued by Costa Freight are valid for fourteen (14) calendar days from the date of issuance, unless otherwise stated in writing.
2. Rates are based on the information provided by the Customer at the time of request. If any detail is later found to be incomplete, inaccurate, or materially different from the actual shipment, Costa Freight reserves the right to revise the quoted rate accordingly.
3. Rates are subject to equipment availability. Costa Freight cannot guarantee service execution for quotes where capacity is unavailable at the time of D/O submission.

3.2 Rate Components

All-in drayage rates cover Line Haul and Fuel Surcharge ONLY. The total cost of a move is calculated as follows:

$$\text{TOTAL RATE} = \text{Line Haul (LH)} + \text{Fuel Surcharge (FSC)} + \text{Applicable Accessorial Charges}$$

Accessorial charges are NOT included in the base rate unless explicitly stated in the written quote.

3.3 Fuel Surcharge (FSC)

1. The Fuel Surcharge is a variable weekly percentage applied to the Line Haul rate, reflecting current on-highway diesel fuel prices in the Miami, FL market.
2. $FSC\% = [(Diesel\ Price\ per\ gallon - Base\ Price\ of\ \$3.50) \div \$0.05] \times 0.5\%$. Every \$0.05 above the base price adds 0.5% to the surcharge
3. The FSC is updated every Monday based on the prior week's EIA published price for the Miami/Florida region. Customers are encouraged to inquire about the current FSC when requesting a quote.
4. The FSC percentage applicable to a given shipment is the rate in effect at the time of service execution, not at the time of quote issuance.

4. DELIVERY ORDERS AND CAPACITY REQUESTS

4.1 Submission Requirements

1. All Delivery Orders (D/Os) must be submitted in writing via email. Verbal requests are not accepted and will not be honored. Costa Freight will not be responsible for any missed pickups or deliveries resulting from verbal communications.
2. D/Os must be submitted at least seventy-two (72) hours before the container's ETA, and ideally 7 to 10 business days in advance during periods of high port congestion or elevated drayage demand.
3. All cargo releases, customs clearances, and terminal holds must be resolved prior to vessel docking to avoid unnecessary demurrage accrual. Costa Freight will not be held responsible for demurrage or detention charges resulting from late releases by the Customer or steamship line.
4. The Customer is responsible for ensuring that all information contained in the D/O is accurate, including container number, size, weight, commodity description, and delivery address. Charges arising from incorrect information will be billed to the Customer.

4.2 Same-Day and Last-Minute Requests

1. Costa Freight cannot guarantee pickup of containers that are released on the same day as the request. Same-day requests will be evaluated on a case-by-case basis.
2. For same-day export pickups or empty container returns, the Customer must notify Costa Freight's dispatch team no later than 11:30 AM EST. Requests after this time may incur yard stop-off, storage, or security fees.
3. For OTR moves (over 100 miles), the D/O must be submitted no later than 12:00 PM EST on the business day prior to the intended pickup date.

4.3 Cancellation Policy

1. Cancellations received less than 24 hours before the scheduled pickup will be subject to a cancellation fee equivalent to a TONU (Truck Order Not Used) charge.
2. If the truck is dispatched and the move is canceled after departure, a full Dry Run / TONU fee will apply.

5. SERVICE TYPES: LOCAL VS. OVER-THE-ROAD (OTR)

The classification of a drayage move as Local or OTR is determined by the distance between the port of origin and the delivery destination ZIP code. This classification directly determines the services included in the base rate, free waiting time allowances, and applicable accessorial charges.

5.1 Local Moves (Less than 80 miles)

- Same-day delivery is possible, subject to port appointment availability.
- One (1) day of chassis usage is included in the base rate.
- One (1) hour of free waiting time at the delivery location.
- If same-day delivery is not achieved, the base rate applies plus separate charges for chassis per additional day, storage per additional day, and any other applicable accessories.

5.2 OTR Moves (More than 100 miles)

- Next-day delivery is the standard. Pre-pull is required and included in the base rate.
- One (1) night of yard storage is included in the base rate.
- Two (2) days of chassis usage are included in the base rate.
- Two (2) hours of free waiting time at the delivery location.
- If delivery does not occur on the expected next business day, charges for additional chassis days, storage, and other applicable accessories will be billed separately.

Note: The ZIP code of the final delivery destination is the definitive factor for classifying a move as Local or OTR. Customers should confirm the classification with Costa Freight at the time of quotation to avoid unexpected costs.

6. ACCESSORIAL CHARGES — COMPLETE SCHEDULE

Accessorial charges are variable, conditional fees that apply based on specific operational circumstances that fall outside the standard drayage flow. They are NOT included in the base Line Haul rate unless explicitly stated in writing. The following schedule details each charge, its trigger conditions, and the applicable scenarios.

6.1 Pre-Pull

Definition: The removal of a container from the port terminal one business day before the scheduled delivery date.

When it applies: All OTR moves. Also applies to local moves when the warehouse requires a prior-day appointment or when port congestion prevents same-day pickup and delivery.

Why it occurs: PortMiami operates on strict appointment windows. For next-day deliveries, the container must be picked up and staged in a secure yard the business day prior to ensure on-time arrival at the warehouse.

How to avoid it: Pre-pull cannot be avoided on OTR moves. For local moves, confirming same-day warehouse availability before submitting the D/O does not eliminate this charge, as port will be closed this will be covering yard stop.(Extra Stop)

6.2 Chassis (Per Day)

Definition: A daily rental fee for the wheeled trailer equipment (chassis) used to transport the container.

When it applies: All moves. One chassis day is included in same-day Local moves; two chassis days are included in OTR moves (only next-day delivery) . Additional days are billed if the container is not returned to the port within the included period.

Billing basis: Charged per calendar day for each day the container remains on the chassis beyond the included free days, from port pickup to empty return.

How to avoid extra days: Ensure the warehouse unloads promptly and the empty container is returned to the designated port or terminal on the same or next business day.

6.3 Storage / Yard Stop-Off (Per Day)

Definition: A daily fee for storing a loaded or empty container at a secured yard when it cannot be delivered to or returned to the port on schedule.

When it applies: When: (a) the container is pre-pulled and must be held overnight before OTR delivery; (b) the delivery is delayed due to warehouse closure, late scheduling, or port congestion; or (c) the empty container cannot be returned to the port the same day due to port closure, late delivery, or terminal restrictions.

Yard Stop-Off: Applies specifically when the container cannot be returned to the port on the same day as delivery due to timing constraints. The container is held in the carrier's secure yard until the next available business day for empty return.

How to avoid it: Schedule deliveries early in the day to allow sufficient time for unloading and same-day empty return. Avoid scheduling deliveries on Fridays when possible, as weekend port closures may trigger a weekend storage charge.

6.4 Waiting Time / Detention

Definition: A per-hour charge applied when the driver arrives at the delivery location and experiences a delay beyond the free waiting time allowance before unloading begins.

Free time allowances: Local moves: 1 hour free. OTR moves: 2 hours free. The waiting time clock starts once the driver arrives at the delivery site and a dock is assigned or the driver checks in with the receiving staff.

When it applies: When warehouse staff delays the start of unloading beyond the free time period. Common causes include: insufficient dock staff, overlapping appointments, late cargo availability, or equipment failures at the warehouse.

How to avoid it: Confirm dock availability and staffing levels before delivery. Communicate delivery windows clearly and ensure the warehouse is prepared to unload upon driver arrival.

6.5 Drop Service

Definition: A service where the driver leaves the loaded container at the warehouse for unloading and returns later to retrieve the empty unit.

When it applies: When the warehouse cannot unload the container while the driver waits (live unload), and instead needs the container to remain on-site for a period.

Important conditions: Drop Service must be requested and confirmed at least 48 hours in advance. It is subject to chassis availability. Not all carriers have multiple chassis units available, which may prevent a drop from being executed. Failure to provide advance notice may result in a Dry Run or TONU charge.

Additional fees: When a drop is performed, chassis and storage charges continue to accrue until the empty is returned to port.

6.6 Dry Run / TONU (Truck Order Not Used) / Extra Stop

Dry Run: Applied when the driver arrives at the delivery location but cannot complete the delivery due to: incorrect address, warehouse refusal, warehouse closed, no dock available, container refused upon inspection. The full move rate or a flat Dry Run fee will be invoiced.

TONU (Truck Order Not Used): Applied when a truck is dispatched or committed and the order is subsequently canceled without sufficient advance notice (less than 24 hours). TONU is invoiced to the party responsible for the cancellation.

Extra Stop: Applied when the driver must make one or more additional stops beyond the originally quoted single delivery point. Each additional stop is billed as a separate accessorial charge.

6.7 Overweight Charges

Legal weight limits for on-highway truck movements in Florida and federally are as follows:

- 20' container: Standard limit — 38,000 lbs. Overweight threshold: 44,000 lbs and above (excess overweight).
- 40' container: Standard limit — 43,500 lbs. Overweight threshold: 54,500 lbs and above (excess overweight).

When it applies: When cargo weight exceeds the legal limit for the container size. Two tiers of overweight charges may apply: Overweight (above standard limit) and Excess Overweight (significantly above limit, requiring special permits).

Permit requirements: Overweight moves may require state-issued overweight permits, which involve additional fees, route restrictions, and time limitations. The cost of all required permits is passed to the Customer.

Critical requirement: Accurate cargo weight MUST be declared at the time of quoting. Failure to disclose overweight conditions may result in: permit non-compliance, legal liability, refusal of service, and additional charges for all associated costs.

6.8 Reefer / Temperature-Controlled Containers

Reefer Surcharge: All import reefer containers incur an additional surcharge due to the specialized handling, monitoring, and equipment requirements. Export reefer containers incur a lower surcharge rate. Rates are available upon request.

Plug-In / Genset: If the reefer container requires an active electrical connection (plug-in) during storage or pre-pull, this service must be explicitly requested and is subject to availability. Additional daily charges apply.

Availability: Not all carriers in Costa Freight's network handle reefer cargo. Customers requiring reefer service must notify Costa Freight at the time of quotation to ensure appropriate carrier assignment.

Same-day reefer pickup: Costa Freight cannot guarantee same-day pickup of reefer containers upon release. Reefer containers released the same day as the pickup request will be handled on a best-effort basis. Costa Freight will not be liable for demurrage or detention accrued as a result.

6.9 Hazardous Materials (Hazmat)

When it applies: Any cargo classified as hazardous under 49 CFR Parts 100-180 (Classes 1-9). Not all carriers in Costa Freight's network are certified to handle all hazmat classes.

Mandatory disclosure: The Customer MUST disclose hazmat status, UN number, class, and packing group at the time of quotation. Failure to disclose hazmat conditions may result in immediate cancellation of the move, full TONU/Dry Run charges, and potential regulatory penalties.

Documentation: All required hazmat documentation (MSDS, 24-hour emergency contact, placarding requirements) must be provided by the Customer prior to dispatch.

6.10 Residential Delivery

When it applies: When the delivery destination is a non-commercial location: private residences, condominiums, hotels, gated communities, or any location requiring a residential delivery appointment.

Additional requirements: Residential deliveries may require special permits, liftgate equipment, limited-access vehicle coordination, and additional handling. All associated costs are the responsibility of the Customer.

6.11 Weekend, Holiday, and After-Hours Delivery

Standard operating schedule: Monday through Friday, standard business hours. Costa Freight does not guarantee port operations, terminal access, or carrier availability on Saturdays, Sundays, or U.S. federal holidays.

Weekend surcharge: Deliveries executed on Saturday or Sunday incur a weekend surcharge. Empty container returns may not be possible on the same day as a weekend delivery.

Holiday surcharge: A holiday surcharge applies to all moves executed on ILA-observed holidays, including when port terminals operate with reduced staff. The same surcharge applies to operations during hurricane season when elevated risk is present.

After-hours: Moves requiring dispatch outside standard business hours are subject to additional charges and must be pre-approved in writing.

6.12 Layover

Definition: A charge applied when the driver must remain overnight at or near the delivery destination due to circumstances outside the Carrier's control.

When it applies: Warehouse is closed upon driver arrival. Delivery window is missed and no same-day alternative is available. Extreme weather or road conditions prevent safe return travel. Port or terminal closes before empty can be returned.

Billing: Charged per night of unplanned delay. All accommodation, meal, and standby time costs are included in the Layover charge.

6.13 Congestion Fee

When it applies: A temporary congestion surcharge may be activated during periods of extreme port congestion at specific South Florida terminals. This fee compensates drivers for extended idle time at port gates and is necessary to maintain service capacity.

Affected terminals: May include POMTOC, SFCT, FIT, MSC/PEV, FEC, Seaboard Marine, and others. Activation and deactivation of this fee is at Costa Freight's discretion based on real-time port conditions.

6.14 Deviation / Repositioning Fee

Definition: A charge applied when a container is returned to a terminal or port different from where it was originally picked up.

When it applies: Many terminals and steamship lines (SSLs) periodically refuse to accept empty container returns due to capacity limitations, off-hire flagging, or system restrictions. When this occurs, the driver must deviate to an alternate location, incurring additional mileage and time.

Additional storage: If the container must be held in a yard while awaiting a valid return location, per-day storage charges apply until the SSL provides return instructions.

Customer responsibility: All deviation and repositioning charges resulting from SSL restrictions or Customer-caused issues will be invoiced to the Customer.

7. CREDIT, BILLING, AND PAYMENT

1. A credit application must be completed by any Customer and approved by Costa Freight prior to the provision of services on credit terms. Prepayment may be required for new accounts or accounts with limited credit history.
2. Payment terms will be communicated upon credit approval. Costa Freight reserves the right to revoke, adjust, or suspend credit at any time without prior notice.
3. All rates are subject to adjustment for fuel surcharges, accessorial charges, and other costs arising from conditions not known at the time of quotation.
4. Should the Customer use any third-party payment service, the Customer remains solely responsible for timely payment of Costa Freight's invoices, regardless of any arrangement between the Customer and such third party.
5. Invoice disputes must be submitted in writing within five (5) business days of invoice receipt, accompanied by reasonably detailed supporting documentation. Failure to dispute within this period constitutes acceptance of the invoice and waiver of any defenses.
6. Costa Freight reserves the right to suspend services, cancel pending orders, or pursue legal collection for overdue accounts. All legal costs and collection fees incurred by Costa Freight in recovering unpaid amounts will be charged to the Customer.
7. If services are provided prior to rate agreement, the Customer agrees to pay the most recently quoted rate or, absent any quote, current market rates for equivalent services.

8. SHIPPING DOCUMENTS AND INFORMATION ACCURACY

1. The Customer warrants that all information provided on shipping documents (Bill of Lading, delivery orders, packing lists, etc.) is complete, accurate, and truthful at the time of submission.
2. The Customer agrees to indemnify, defend, and hold Costa Freight harmless from any claim, damage, loss, fine, or penalty arising from inaccurate, incomplete, or fraudulent shipping information.
3. If necessary, Costa Freight may correct, supplement, or replace shipping documents on behalf of the Customer. All costs associated with document correction will be charged to the Customer.
4. Providers must obtain and retain a signed delivery receipt from the consignee at the point of delivery, and must furnish such documentation to Costa Freight upon request.

9. CARGO CLAIMS AND LIABILITY

9.1 Third-Party Carrier Limitation

Costa Freight acts as a logistics coordinator and not as a direct carrier. When services involve third-party Providers, Costa Freight is not liable for loss or damage to cargo while in the care, custody, or control of any Provider, nor for deterioration of goods resulting from delay, breakdown, or equipment malfunction by a Provider.

9.2 Claims Procedure

1. All claims for loss, damage, or shortage must be submitted in writing within five (5) business days of delivery. For concealed damage not apparent at delivery, claims must be reported within five (5) days of discovery.

2. All claims must include: specific identification of the load, container number and booking reference, a detailed description of the alleged loss or damage, and supporting documentation (photos, inspection reports, commercial invoices).
3. The Customer is obligated to mitigate damages through all commercially reasonable means. Failure to mitigate shall reduce any claim amount by the reasonable salvage allowance.
4. Costa Freight's maximum liability for loss or damage to cargo covered by a Provider is limited to \$100,000 USD per load, unless a higher limit is agreed in writing prior to dispatch.
5. Costa Freight shall have no liability for demurrage, detention, per diem, freight delays, chargebacks, or consequential losses of any kind.

9.3 Non-Liability Events

Costa Freight shall not be liable for loss, damage, or failure to perform arising from:

- Acts of God, natural disasters, flood, fire, earthquake, or extreme weather events.
- Government actions, embargoes, quarantine, or regulatory restrictions.
- Strikes, labor disputes, port shutdowns, or civil unrest.
- Terrorism, war, or armed conflict.
- Port congestion, equipment shortages, or terminal restrictions outside Costa Freight's control.
- Customer's failure to provide accurate cargo or scheduling information.
- Pandemic, epidemic, or public health emergency declarations.

10. CUSTOMER OBLIGATIONS

1. The Customer is responsible for ensuring cargo is properly packed, blocked, braced, and secured to prevent shifting or damage in transit. Costa Freight shall not be liable for damage attributable to inadequate packing or securing.
2. The Customer must accurately declare: commodity type, cargo weight, container size, hazardous material status, temperature requirements, special handling needs, and any characteristics that may affect the execution of the move.
3. For temperature-controlled shipments, the Customer must pre-cool the cargo and provide written notification with adequate lead time for Costa Freight to arrange compliant equipment.
4. The Customer must comply with all applicable federal, state, and local laws governing the goods being transported, including U.S. Customs regulations, FDA Sanitary Food Transportation requirements, and DOT hazardous materials regulations.
5. Delivery orders must be submitted a minimum of 72 hours before the container's ETA, with complete and accurate cargo details.
6. The Customer bears sole responsibility for confirming warehouse availability, appointment windows, staffing, and receiving capacity before submitting a D/O.
7. Any changes to delivery instructions, address, schedule, or cargo details must be communicated in writing to Costa Freight as soon as possible. Last-minute changes may result in accessorial charges.
8. The Customer is responsible for all Per Diem and Demurrage charges incurred due to late cargo release, late payment, customs holds, or any delay attributable to the Customer or their agents.

11. PROVIDER OBLIGATIONS

1. All Providers must hold valid operating authority and all required licenses and permits to perform the transportation services contracted.
2. Providers must maintain minimum insurance coverage: \$100,000 in cargo coverage; \$1,000,000 in automobile and general liability per occurrence; and non-trucking liability as required.
3. Providers must notify Costa Freight within 24 hours of any DOT audit, conditional safety rating, or proposed safety rating change.
4. Providers shall not retain or withhold any cargo due to pricing disputes, payment disagreements, or claimed liens. All goods must be delivered as instructed regardless of any commercial dispute between Provider and Costa Freight.
5. Providers must comply with all applicable federal, state, and local regulations governing the transportation of cargo, including weight limits, hours of service, hazmat regulations, and equipment standards.
6. Providers must furnish all equipment required for the performance of services in proper mechanical condition and compliant with all regulatory requirements.
7. Providers shall indemnify and hold Costa Freight harmless from claims arising from their operations, acts, or omissions, including employment misclassification claims.

12. BONDED CARGO PROCEDURES

Special procedures apply to all in-bond shipments moving under Costa Freight's coordination. Failure to follow these procedures strictly may result in CBP fines, loss of bond authority, and service suspension.

1. All in-bond documentation (Form 7512 or 6043) must be submitted via email prior to requesting drayage.
2. The container number and entry number must be included in the subject line of all bond-related correspondence.
3. The Customer is solely responsible for providing complete and timely bond documentation. Any penalties from CBP resulting from incomplete or late filings will be charged to the responsible party.
4. Bond reports must be submitted in a timely manner after containers are loaded. Open POAs where 7512s have not been filed as required place Costa Freight's bond authority at risk and will result in immediate service hold for the responsible Customer.

13. FOOD GRADE CONTAINER POLICY

1. Customers requiring food grade containers for export must specify this requirement at the time of booking with the Steamship Line (SSL).
2. Customers must provide written documentation from the SSL confirming that the empty container has been designated as food grade prior to loading.
3. Costa Freight's drivers and carriers are not certified equipment inspectors and cannot verify or confirm whether a container meets food grade standards, including the absence of contaminating odors or residues.
4. Costa Freight will not be liable for any issues, charges (including TONU or Dry Run), or damages arising from a Shipper's refusal of a container based on food grade condition at the time of delivery of the empty unit.

14. COMMUNICATION PROTOCOLS

1. All communication related to delivery orders, confirmations, status updates, disputes, and accessorial notifications MUST be provided via email for documentation and tracking purposes.
2. Costa Freight will not be responsible for any missed pickups, incorrect deliveries, unexecuted orders, or uncommunicated charges arising from verbal-only communications.
3. If a Customer does not receive confirmation of a D/O receipt within the same business day, the Customer must immediately follow up via email. Costa Freight will not be responsible for unacknowledged D/Os unless re-confirmed in writing.
4. Each customer account will be assigned a dedicated Customer Service Representative (CSR). All correspondence must include the assigned CSR and, for operational continuity, the dispatch team in copy.
5. After-hours dispatch support is available. Customers with urgent requests must contact the assigned CSR or use the emergency contact information provided at account setup.

15. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COSTA FREIGHT LLC SHALL NOT BE LIABLE TO ANY CUSTOMER, PROVIDER, OR THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, BUSINESS INTERRUPTION, LOSS OF GOODWILL, OR LOSS OF ANTICIPATED SAVINGS, ARISING FROM OR IN CONNECTION WITH THESE TERMS OR ANY SERVICES PROVIDED, EVEN IF COSTA FREIGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL COSTA FREIGHT'S TOTAL LIABILITY TO ANY PARTY EXCEED THE LESSER OF: (A) THE TOTAL AMOUNT PAID BY CUSTOMER TO COSTA FREIGHT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) ONE HUNDRED THOUSAND UNITED STATES DOLLARS (\$100,000.00).

16. INDEMNIFICATION

1. The Customer agrees to defend, indemnify, and hold Costa Freight LLC, its officers, employees, agents, and Providers harmless from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from: (a) the Customer's negligence or willful misconduct; (b) inaccurate or incomplete cargo information; (c) Customer's failure to comply with applicable laws; (d) any claim by a third party relating to ownership, storage, or release of the Customer's goods.
2. The Provider agrees to defend, indemnify, and hold Costa Freight harmless from all claims arising from Provider's operations, including employment misclassification claims, equipment failures, accidents, regulatory violations, and cargo damage caused by Provider's acts or omissions.

17. TERM AND TERMINATION

1. These Terms remain in effect until either party provides thirty (30) days' written notice of termination.
2. Costa Freight reserves the right to terminate service immediately and without prior notice in the event of: Customer's material breach of these Terms; Customer's failure to remit payment; fraudulent, misleading, or illegal activity; or repeated failure to follow required communication protocols.

3. Upon termination, all outstanding payment obligations, indemnification obligations, and cargo claim rights and liabilities survive termination and remain enforceable.
4. Costa Freight reserves the right to modify these Terms at any time. Modifications take effect upon publication. Continued use of Costa Freight's services following publication of any revision constitutes acceptance of the updated Terms.

18. FORCE MAJEURE

Neither Costa Freight nor any Provider shall be liable for any failure or delay in performing services when such failure or delay results from events beyond their reasonable control, including without limitation: acts of God, natural disasters, hurricanes, floods, earthquakes, fire, pandemic, epidemic, quarantine, government actions, embargoes, port shutdowns, strikes or labor disputes, terrorism, war, or civil unrest.

A party seeking to invoke force majeure must provide prompt written notice to the other party, including a description of the event and a reasonable estimate of its duration. The obligation to pay amounts already due and owing is not excused by a force majeure event.

19. GOVERNING LAW AND DISPUTE RESOLUTION

1. These Terms shall be governed by the laws of the State of Florida, without reference to its conflict of laws provisions.
2. Any dispute, controversy, or claim arising out of or relating to these Terms, or the breach thereof, shall be subject to the exclusive jurisdiction of the courts of Miami-Dade County, Florida. The parties hereby waive any objection to venue in Miami-Dade County.
3. In the event of any litigation between the parties arising from these Terms, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.
4. Costa Freight's rights and remedies under these Terms are cumulative and non-exclusive. Pursuing one remedy does not preclude the pursuit of any other available remedy.

20. GENERAL PROVISIONS

20.1 Entire Agreement

These Terms constitute the entire agreement between Costa Freight and the Customer or Provider with respect to the subject matter hereof, and supersede all prior agreements, representations, and understandings. No modification is effective unless made in writing and signed by an authorized representative of Costa Freight.

20.2 Severability

If any provision of these Terms is found to be invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall not be impaired or invalidated.

20.3 Non-Waiver

Any delay or failure by Costa Freight to enforce any provision of these Terms shall not constitute a waiver of that provision or any other right. All rights remain in full force and effect regardless of any forbearance.

20.4 Assignment

The Customer may not assign or transfer any rights or obligations under these Terms without the prior written consent of Costa Freight. Costa Freight may assign these Terms to any successor or affiliated entity.

20.5 Notices

All formal notices under these Terms must be provided in writing via email to the designated contact for each party. Costa Freight's contact for formal notices is: info@costa-freight.com.

APPENDIX A — PRE-SHIPMENT CHECKLIST

Complete the following checklist before submitting any Delivery Order to Costa Freight:

- Port of Discharge (POD) confirmed and included in D/O.
- Delivery address and ZIP code verified and complete.
- Container size and equipment type specified (20', 40', 45', reefer, flat rack).
- Accurate cargo weight declared in lbs.
- Cargo type disclosed: dry, reefer, hazmat, overweight, bonded, food grade.
- ETA (vessel arrival date) confirmed with steamship line.
- Move classified as Local (under 80 mi) or OTR (over 100 mi).
- Warehouse appointment confirmed and delivery window communicated.
- Dock availability and staffing confirmed at destination.
- Hazmat documentation prepared and available (if applicable).
- Reefer pre-cooling instructions provided (if applicable).
- Bond documentation submitted (7512/6043) if in-bond shipment.
- Food grade container documentation obtained from SSL (if applicable).
- D/O submitted at minimum 72 hours before ETA.
- Designated CSR and dispatch team copied on all correspondence.

APPENDIX B — ACCESSORIAL CHARGES SUMMARY

The following is a reference summary of common accessorial charges. Specific rates are available upon request and subject to change.

Charge	When it Applies	Who Triggers It
Pre-Pull	OTR moves; appointment-based local WH	Standard operational — mandatory OTR
Chassis (per day)	All moves beyond included free days	Delayed unloading or empty return
Storage / Yard Stop-Off	Container held in yard overnight	Delivery delay or port closure
Waiting Time	Beyond 1 hr (local) or 2 hrs (OTR)	Warehouse delay at unloading
Drop Service	Live unload not possible	Customer request — 24 hrs notice required
Dry Run / TONU	Failed delivery or canceled truck	Incorrect info, refusal, cancellation
Extra Stop	Additional delivery points beyond quote	Customer adds stop after quote
Overweight — Standard	20': >38,000 lbs / 40': >43,500 lbs	Undisclosed or incorrect weight
Overweight — Excess	20': >44,000 lbs / 40': >54,500 lbs	Requires permit — must be pre-declared
Reefer Surcharge	All reefer containers	Cargo type (mandatory)
Reefer Plug-In / Genset	Active electrical connection needed	Customer requirement

Charge	When it Applies	Who Triggers It
Hazmat Surcharge	Cargo classified under 49 CFR	Cargo type — must be pre-declared
Residential Delivery	Non-commercial delivery address	Delivery destination type
Weekend Surcharge	Saturday / Sunday operations	Customer scheduling
Holiday Surcharge	ILA holiday port operations	Port calendar
Layover	Overnight driver delay (non-carrier cause)	Warehouse / weather / port closure
Congestion Fee	Extreme terminal congestion	Port conditions
Deviation / Repositioning	Empty returned to alternate terminal	SSL restriction or Customer cause