

GENERAL TERMS AND CONDITIONS OF SERVICE (JV DELIVERS, LLC)

1. DEFINITIONS

"Applicable Laws" means all statutes, acts, orders, ordinances, orders, bylaws, and regulations and the lawful requirements of any public, municipal or other Authority in place and applicable to the Services, specifically including, without limitation, laws and government regulations of the United States and any state in or through which the Services may be provided. All references to Applicable Laws shall also include any subsequent amendment, re-enactment, or consolidation of such Applicable Laws.

"Authority" means any duly constituted legal or administrative body or Person, that exercises jurisdiction or authority within the United States or any state, municipality, port, or airport;

"Carriage Document" includes a bill of lading, consignment note, combined transport document, or any similar document;

"Charges" includes all freight, costs, fees, expenses, commissions, duties, penalties, taxes, surcharges, detention, demurrage, storage, or other amounts payable to JV, any Authority, and/or any Subcontractor with respect to the Services or the Goods;

"Conditions" means these General Terms and Conditions of Service as may be amended from time to time;

"Customer" means any Person at whose request or on whose behalf any Services are provided by JV, its agents, and/or its representatives, which Person shall include, but not be limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, and/or consignees. It is the responsibility of Customer to provide notice and copies of these Conditions to all such agents or representatives;

"Dangerous Goods" includes Goods that are or may become dangerous, hazardous, noxious, toxic, explosive, flammable, or radioactive; Goods likely to damage, taint or adversely affect other goods; Goods that are likely to or do cause contamination; or Goods likely to harbor or encourage vermin or other pests;

"Force Majeure Event" includes fire, strike, labor dispute, civil disturbance, riot, war, terrorism, governmental order or regulation, cyberattack, pandemic, widespread power outage, failure of an Information System, lack of Subcontractor transportation capacity, or other contingency or event beyond the reasonable control of Customer or JV;

"Goods" means the whole or any part of the cargo, packaging, and any Transport Unit accepted from Customer in connection with the Services;

"Information" means data, messages, advice, or information (including electronic data) in any form;

"Information System" means any computer hardware, computer software, website, portal, communication lines and information processing technologies operated or used by JV, Customer or any third party used in connection with the Services (including any computer, tablet, phone, or other mobile device);

"Instructions" means a statement of the specific requirements issued by Customer, an Authority, or any other Person;

"Manufacture Cost" means the manufactured cost to Customer of the Goods, excluding the value of all salvage obtained or obtainable.

"Owner" includes all and any of the following (except Customer): the owner, shipper, or consignee of the Goods, any other Person who is or who may become interested in or otherwise entitled to the possession of or title to the Goods, and anyone acting on behalf of any of such Persons;

"Person" means an individual, corporation or other legal entity, or a duly appointed representative of such corporation or other legal entity;

"Repair Cost" means the actual cost to repair damaged Goods;

"Replacement Cost" means the actual replacement cost of lost or damaged Goods or the equivalent of such Goods;

"JV" means (i) JV Delivers, LLC, (ii) entities that are controlled by, that are under common control with, or that control JV Delivers, LLC (collectively, the **"JV Affiliates"**), and (iii) any applicable Subcontractors.

"Services" means the whole or any part of any activities of whatever nature undertaken by JV with respect to Customer or in relation to Goods, specifically including, without limitation, warehousing, cross docking, transportation, freight forwarding, full truckload, less than full truckload, loading, unloading, final mile, and/or pool delivery services;

"Subcontractor(s)" means carriers, forwarders, brokers, and/or other direct and indirect subcontractors engaged by or on behalf of JV from time to time to fulfill the performance of all or any part of the Services;

"Transport Unit" includes any container, trailer, pallet, packaging unit, or other device used for and in connection with the carriage, consolidation, or storage of Goods, as may be specified on a Carriage Document;

"Unlawful Goods" includes Goods that (i) are intended to be used in the design, development, or production of nuclear, chemical, or biological

weapons (ii) are subject to trade controls or sanctions in their country of origin, passage, or destination, (iii) contain contraband or prohibited items or any item that infringes or may infringe intellectual property or other rights of any Person, or (iv) any other Goods that may be subject to detention by Authorities;

"USD" means United States Dollars;

"Valuable Goods" means any Goods of a valuable nature, including without limitation: bullion, bank notes, cash money, coins, drafts, credit cards, documents or papers of value of all kinds, articles or materials containing information or data of value in any form, precious stones, jewelry, antiques, or works of art; and

"Warehouse" means any building, facility, yard, or other real property leased or owned by JV for the storage and related handling of Goods.

2. APPLICATION

These Conditions apply for the benefit of JV on its own behalf and also as agent for and on behalf of the JV Affiliates. JV, and specifically including the JV Affiliates and any Subcontractors providing Services hereunder, shall be entitled to all benefits, limitations, exclusions, and defenses set forth in these Conditions. These Conditions shall govern the Services performed or to be performed by JV for Customer or Owner, including any advice or information provided, whether gratuitously or not, except in the following instances: (i) JV and Customer have signed a bespoke agreement, in which case such agreement shall govern to the extent inconsistent with these Conditions; (ii) any mandatory or compulsory law, statute, or regulation compulsorily applies to all or part of the Services, in which case such law, statute, or regulation shall govern to the extent inconsistent with these Conditions; (iii) JV or its Subcontractor has issued a Carriage Document as the Carrier, in which case such Carriage Document shall govern to the extent inconsistent with these Conditions; or (iv) Customer uses or accesses any Information System operated by JV, in which case any applicable JV user terms as published on the relevant Information System or otherwise provided by JV shall govern to the extent inconsistent with these Conditions.

3. GENERAL

3.1 The failure by JV to exercise any rights under these Conditions shall not constitute a waiver of such rights.

3.2 In the event that any of these Conditions are found to be unenforceable, then the remainder of these Conditions shall continue to be in full force and effect.

3.3 JV may unilaterally amend these Conditions at any time by publishing the updated version on JV's website or by providing the updated version to Customer. All Services provided by JV after such publication shall be governed by the updated version of these Conditions.

3.4 Neither JV nor Customer shall be liable to the other for default in the performance or discharge of any of these Conditions if such default is caused by a Force Majeure Event; provided, however, the obligation to timely pay any sums hereunder, whether by JV or Customer, shall not be excused by a Force Majeure Event.

3.5 JV and Customer agree that the Services provided hereunder are provided on a non-exclusive basis. JV may provide service to any other shippers or customers, and Customer may obtain similar services from other carriers or providers. Nothing contained herein shall obligate JV to accept any or every shipment tendered to it by Customer.

4. CAPACITY OF JV

4.1 JV shall in all cases be an independent contractor of Customer. JV acts in the capacity specified in the applicable Carriage Document, which capacity may include, without limitation, the capacity of carrier, transportation broker, or freight forwarder, or warehouseman.

4.2 Nothing contained in these Conditions nor in any dealings or activities between JV and Customer shall be construed in any way as creating any relationship of employment, partnership, or joint venture between JV and Customer. Neither party shall act or purport to act or represent itself, directly or by implication, as the agent, legal representative, partner or joint venture of the other party, nor in any manner assume or create or purport to assume or create any obligations in the name or on behalf of the other party.

4.3 JV may assign any of its rights or obligations in connection with the Services to any JV Affiliates without prior consent of Customer.

4.4 Any obligation or liability whatsoever of JV, which may arise at any time under these Conditions or under any Applicable Laws, or any obligation or liability which may be incurred by JV pursuant to any other instrument, transaction, or undertaking contemplated hereby shall not, under any circumstances, be personally binding upon, nor shall resort for the enforcement thereof, be had to the property of its individual officers, directors, shareholders, employees, agents, or representatives, regardless of whether such obligation or liability is in the nature of contract, tort, or otherwise, and Customer waives, to the fullest extent allowed by Applicable Laws, any and

all liability of JV hereunder against such individual officers, directors, shareholders, employees, agents, or representatives.

4.5 Except as specifically set forth in these Conditions, JV makes no express or implied warranties in connection with the Services.

5. CUSTOMER'S OBLIGATIONS

5.1 Customer expressly warrants that it is either the Owner or authorized agent of the Owner, and that it is authorized to accept and does accept these Conditions not only for itself but also for and on behalf of the Owner. Customer warrants that it is the lawful owner or has lawful possession of the Goods that may be tendered for transportation or warehousing by JV. Customer warrants that it has sole legal rights to authorize the transportation of the Goods, storage of the Goods, to authorize the release of the Goods, and to instruct JV regarding the delivery or disposition of the Goods. Customer agrees to notify all parties acquiring any interest in the Goods of these Conditions and further agrees to indemnify and hold JV harmless from any claim by third parties related to the ownership, transportation, storage, handling, or delivery of the Goods, and from any other services provided by JV under these Conditions. Such indemnification shall include any attorneys' fees or other costs incurred as a result of any claim asserted against JV by a third party, regardless of whether or not suit is actually filed.

5.2 Where Services are to be provided by JV on a continuing basis, Customer shall, on a continuing basis, provide JV with forecasts of cargo throughput at such intervals and with such details as JV may reasonably require for the performance of the Services.

5.3 Customer acknowledges that JV relies on the timeliness, completeness, accuracy, and correctness of all Information furnished by or on behalf of Customer, and Customer warrants that all Information furnished to JV by or on behalf of Customer relating to the Goods, their description, classification, barcoding, marks, number, weight, condition, volume and quantity of the goods, as furnished by Customer or on its behalf, is timely, complete, accurate, and correct.

5.4 Customer is responsible for and hereby represents and warrants to JV as follows:

5.4.1 Customer is in compliance with, and shall at all times comply with, all Applicable Laws, and the Goods do not require JV to obtain any specific license or permit for transportation, storage, or handling of the Goods and, to the extent required by Applicable Laws, Customer has obtained all necessary licenses or permits.

5.4.3 Transportation, storage, and handling of the Goods by JV, as applicable, is not prohibited by any Applicable Laws.

5.4.4 Goods presented for any Services are not Unlawful Goods, and neither the Goods, nor any component thereof, are intended to be used in the design, development, or production of nuclear, chemical, or biological weapons, and neither Customer, nor any party with whom Customer trades, is a party identified on the United States Department of Commerce Denied Persons List or Entity List, the United States Department of Treasury Specially Designated Nationals List, the United States Department of State Debarred Parties List, European Union Sanction List, or any list of prohibited, denied, or blocked parties maintained by any country, territory, or other Authority.

5.5 Except where JV has agreed in writing to accept responsibility for the preparation, packing, stowage, labeling or marking of the Goods, Customer warrants that all goods have been properly and sufficiently prepared, packed, labeled, and marked, and that the preparation, packing, labeling, and marking are appropriate to withstand the ordinary risks of handling, storage, and carriage.

5.6 JV will not knowingly accept or deal with any Unlawful Goods. JV will not accept or deal with any Dangerous Goods, except under special arrangements previously made in writing and duly executed by both JV and Customer. Should Customer nevertheless deliver any Unlawful Goods or Dangerous Goods in violation of this Section 5.6, Customer shall be liable for all loss or damage caused by or to or in connection with the Dangerous Goods or Unlawful Goods however arising and shall defend and indemnify JV from and against all penalties, claims, losses, damages, costs and expenses arising in connection therewith. Dangerous Goods or Unlawful Goods tendered to JV may be destroyed or otherwise dealt with, at Customer's sole cost and expense, and in the sole discretion of JV or any other Person having custody of such Unlawful Goods or Dangerous Goods. If Dangerous Goods are accepted in accordance with this Section 5.6, such Dangerous Goods so accepted may nevertheless be destroyed or otherwise dealt with, at Customer's sole cost and expense, and in the sole discretion of JV, should such Dangerous Goods create or be deemed to reasonably create a threat or damage to other goods or property. Whenever JV is obligated under Applicable Laws to report Customer or any Goods to any Authority, JV shall have no liability whatsoever to Customer or any third party arising from JV's compliance with such Applicable Laws.

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5.7 If JV agrees to accept for Service any Goods that require temperature or atmosphere control, Customer warrants that it shall not tender such Goods without having previously given written notice of their nature and particular temperature range to be maintained and, in the case of a temperature-controlled Transport Unit packed by or on behalf of Customer, Customer further warrants that (i) the Transport Unit has been properly pre-cooled or pre-heated as required; (ii) such Goods have been properly stuffed and packed in the Transport Unit; (iii) the Transport Unit thermostatic controls have been properly set; and (iv) the Transport Unit has been maintained in accordance with its manufacturer's directions and recommendations and is fit for purpose. JV shall not be liable for any loss or damage of or in relation to such Goods caused by a breach of these warranties by Customer, and Customer shall defend, indemnify, and hold harmless JV from and against any liabilities, losses, damages, or expenses arising from such breach. JV shall have no liability for the continued maintenance of any temperature inside the Transport Unit, whether such Goods were packed by or on behalf of Customer or JV.

5.8 Without prior agreement in writing, JV will not accept Valuable Goods or other Goods, whether prone to theft or otherwise, that require special carriage, handling, or security, including, but not limited to, human remains, livestock, pets, and plants. Should Customer nevertheless tender any such Valuable Goods to JV, or cause JV to handle or otherwise deal with any such Valuable Goods, JV shall have no liability whatsoever for or in connection with such Valuable Goods.

5.9 JV assumes no liability to Customer, Owner, nor any other Person for any loss or expense, including, but not limited to fines and penalties, arising from Customer's failure to comply with any Applicable Laws.

6. CASH ON DELIVERY ARRANGEMENTS

Where JV has to engage third parties to comply with Instructions from Customer relating to the delivery or release of the Goods in specified circumstances, JV does so only as an agent for Customer. When Goods are accepted or dealt with upon Instructions to collect Charges from the consignee or any other person, Customer shall remain fully liable for the same if they are not paid by such consignee or other person. JV shall not have any liability for such arrangements, unless agreed in writing and duly executed by both JV and Customer. In such event, JV's liability for the performance of or arranging the performance of such Instructions shall not exceed the limit set forth in Section 15.3 of these Conditions.

7. EXCESS VALUE DECLARATION

JV may, but shall not be required to, agree to accept liability in excess of the limits set forth in these Conditions, specifically Section 15.3 hereof, only upon (i) Customer's agreement to pay JV's additional charges for accepting such increased liability, and (ii) JV's agreement to accept such increase in liability in writing. Details of JV's additional charges for such increased liability will be provided upon request.

8. CARGO INSURANCE

No cargo insurance will be arranged through JV unless JV has agreed otherwise in writing with Customer. In such event, JV will act solely as agent for Customer, and will lead to the formation of a separate contract for insurance between Customer and the insurance carrier. JV shall have no liability for any acts, omissions, or decisions of any such insurance carrier whatsoever. Should any such insurance carrier dispute liability or refuse to settle a claim for any reason whatsoever, Customer agrees it will have no recourse against JV.

9. INDEMNITY

Customer shall defend, indemnify and hold harmless JV, including, without limitation, the JV Affiliates, any applicable Subcontractor, and each of their respective individual officers, directors, shareholders, employees, agents, or representatives (the "JV Indemnitees"), from and against any claim, cost, or demand whatsoever and by whomsoever made in connection with any and all acts or omissions of Customer, including but not limited to breach or alleged breach of any obligation, representation, or warranty set forth in these Conditions or any agreement with JV, the violation of any Applicable Laws, the untimeliness, incompleteness, or inaccuracy of entry, export, security, description, weight, classification, origin, or any other attribute of the Goods, and for any related payments, fines, expenses, loss or damage whatsoever, including lost profits, attorneys fees and costs of litigation, incurred by the JV Indemnitees. The foregoing indemnity excludes claims to the extent arising from the gross negligence or willful misconduct of the JV Indemnitees.

10. INFORMATION SHARING

10.1 Customer and JV may cooperate in the exchange of Information via their respective Information Systems. Unless otherwise expressly agreed in writing, JV shall not be liable for any loss, damage, cost, or expense arising out of or in connection with JV entering or sending incorrect or incomplete

Information or damaging, corrupting, losing, or disclosing Customer's or any third party's Information or Information System.

10.2 To the fullest extent allowed by Applicable Laws, Customer agrees that JV shall have no liability whatsoever with respect to any Information System or Information. To the extent that JV is held liable for any matter arising out of, or in connection with, any Information System or Information, JV's liability shall be limited as set forth in Section 15.3 of these Conditions.

11. QUOTATION AND PAYMENT

11.1 Quotations are given for immediate acceptance and JV may (subject to the following) withdraw or revise a quotation at any time until it is accepted by Customer. Customer acknowledges and agrees that JV may revise quotations that have been previously accepted by Customer (i) if there is an increase in the costs of providing the Services by JV due to, including without limitation, a change to the Applicable Laws or the application of any law or policy of an Authority or other statutory charges which alters or varies the method or cost of providing the Services, or (ii) upon every anniversary (if any) of providing the Services.

11.2 Customer shall be obligated to pay JV for any Charges of any kind charged by any Authority or any Subcontractor in connection with the Goods or Services. Customer shall, upon request, make immediate full payment, whether in advance or in arrears, to JV to cover any such Charges. JV shall be entitled to retain and shall be paid all brokerage fees, commissions, allowances, and other remunerations customarily retained by or paid to freight forwarders.

11.3 Charges for the Services shall be deemed fully earned upon the earlier of JV's receipt of the Goods or commencement of the Services by or for JV. Customer shall pay to JV all sums immediately when due, without reduction or deferment on account of any claim, dispute, counterclaim or set-off. Unless otherwise agreed by JV in writing, JV's invoices shall be due for payment immediately upon presentation and shall be deemed delinquent if not paid within 30 days following JV's presentation of the associated invoice or other document(s) setting forth the amounts payable by Customer. Under no circumstances shall JV be obligated to advance any sums on behalf of Customer unless otherwise agreed by JV in writing, it being understood and agreed that JV reserves the right to charge a reasonable disbursement fee for any sums advanced on behalf of Customer.

11.4 Customer acknowledges and agrees that any amounts due hereunder that are not timely paid may, at JV's election, be subject to a late fee equal to one-and-one-half percent (1.5%), or the highest rate of interest allowed by Applicable Laws, whichever is less, assessed on top of such delinquent amount(s).

11.5 If any money owing to JV is not paid when due, in addition to all legal and equitable rights available to JV, JV may at any time by notice in writing to Customer and without liability whatsoever, elect to discontinue providing any or all Services, suspend the provision of any or all Services, and/or terminate the provision of any or all Services, whether or not such Services relate to such delinquent payment or any credit arrangements otherwise provided to Customer, whereupon all sums due and owing by Customer shall become immediately due and payable.

11.6 All billing or invoice inquiries or disputes must be presented to JV or Customer, as applicable, within 6 months after receipt of invoice. Any inquiries or disputes not presented within the time frame set forth herein shall be deemed waived. Notwithstanding the foregoing, JV may at any time offset any amounts owed or paid by Customer to JV against any amounts owed by JV to Customer, including, without limitation, unidentified payments and credits in Customer's favor, duplicate payments made by Customer, and accounts payable to Customer.

11.7 In any dispute involving amounts owed to JV, JV shall be entitled to all costs of collection, including reasonable attorney's fees, and interest at the rate of 18% per annum or the highest rate allowed by Applicable Laws, whichever is less.

12. PERFORMANCE

12.1 JV will perform the Services with a reasonable degree of care, skill, and judgment.

12.2 JV may at any time comply with orders or recommendations given by any Authority, and JV's responsibility with respect to the Goods shall terminate upon delivery or other disposition of the Goods pursuant to any Authority's orders or requirements.

12.3 Where Goods, Transport Units, or vehicles are to be delivered to JV, such items shall not be deemed as received by JV unless and until the Person making such delivery has reported to JV's reception office or other area designated by JV for the receipt of Goods, Transport Units, or vehicles.

12.4 JV reserves the sole right to choose the means, routes, and procedures to be followed with respect to the performance of the Services. JV is hereby authorized by Customer, at JV's sole discretion, to engage carriers, agents,

brokers, and other service providers, without the necessity of obtaining Customer's consent or providing notice, to perform the Services.

12.5 Customer hereby authorizes JV, at its option and without obligation, to open any Goods, packages, or Transport Units tendered by or on behalf of Customer, without notice, so that JV may verify, inspect, examine, weigh, or measure the contents thereof, and any expenses associated therewith shall be the responsibility of Customer. All Goods tendered for transportation are subject to inspection by (i) JV, including any applicable Subcontractor, and (ii) any Authority. Notwithstanding the foregoing right to inspect Goods, JV is not obligated to perform such inspection except as mandated by Applicable Laws.

12.6 Unless JV has agreed in writing to complete the performance of a Service by an agreed point in time ("*Time Guaranteed Performance*"), JV agrees to perform the Services with reasonable dispatch and does not undertake that Services will be completed or the Goods (or documents relating thereto) will be delivered or made available within a particular time. Dates specified for completion of carriage or any other Service are estimates only. JV will make commercially reasonable efforts to keep Customer reasonably advised of delays.

12.7 In addition to the foregoing, the following terms and conditions shall apply in the event the Services include warehousing, storage, or other handling services provided or performed by JV at a Warehouse:

12.7.1 Goods may be warehoused or otherwise stored at any Warehouse, and such warehousing, storage, or other handling charges shall be at Customer's sole cost and expense. JV shall have no obligation to accept Goods that are not properly packaged or which, in the reasonable opinion of JV, are not suitable for movement or storage within the warehouse. Prior to delivery at any Warehouse, Customer shall furnish JV with a manifest showing marks, brands, or sizes to be accounted for separately, together with the class of storage desired by Customer, if applicable.

12.7.2 If JV determines, in its sole discretion, that the original palletization of Goods must be broken down for storage purposes, JV shall be authorized to break down the pallets without further notice to Customer.

12.7.3 JV will store the Goods at its discretion at any one or more Warehouses. The identification of any specific location on any warehouse receipt or other storage document does not guarantee that the Goods shall be stored at such location. JV may, in its sole discretion, move Goods to any Warehouse.

12.7.4 JV may provide services in addition to simple warehousing and storage upon Customer's request and to the extent agreed by JV in writing. Additional handling charges will apply whenever Goods are pulled for distribution or release, whenever physical inventories are requested by Customer, and whenever additional services are provided by JV that are not explicitly included in the applicable storage charge quoted to Customer. Such additional charges will be provided to Customer and will be invoiced to Customer in addition to any storage charges due.

12.7.5 JV reserves the right to terminate storage at any Warehouse where Goods are stored or otherwise being handled. In such event, JV may require the removal of the Goods or any portion thereof by giving Customer not less than 30 days prior written notice. Customer shall be responsible for the payment of all charges attributable to the storage of said Goods through the date of such termination in addition to the cost of removing and arranging for the removal of the Goods. If the Goods are not removed within the time frame required by JV, Customer shall remain liable for any ongoing storage and handling charges, and JV may exercise its rights under applicable law, including, but not limited to, selling or otherwise disposing of the Goods.

12.7.6 For all Goods tendered for storage, Customer shall supply such information and documents as are necessary to comply with all Applicable Laws. For all Goods, Customer shall provide to JV all documents or other information necessary, useful, or required for the safe and proper warehousing, handling, and storage of the Goods. If such information and documents are not fully, accurately, and timely provided to JV, Customer shall indemnify JV for any consequences of such failure.

12.7.7 Unless specifically agreed to in writing, JV shall not be responsible for storage of any Goods in a temperature or humidity-controlled environment. Customer knowingly accepts that the Goods will be warehoused, stored, or handled in a non-temperature/humidity-controlled environment. JV will not be responsible for any loss or damage to the Goods that results from fluctuations in temperature range or in humidity levels of the Warehouse.

13. DUE DELIVERY

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13.1 JV shall be deemed to have performed all of its obligations and completed its performance of the Services in compliance with these Conditions ("*Due Delivery*"), if: (i) at any time, in the opinion of JV, performance of the Services is, or is likely to be, affected by any hindrance, risk, delay, difficulty, or disadvantage of any kind occurring before or after commencement of the Services, whereby JV, in its sole discretion, may treat the performance of the Services as terminated; (ii) the Goods are tendered to the custody and control of any Authority in accordance with Applicable Laws, customs, or practices; (iii) Customer or Owner entitled to delivery of the Goods fails to take delivery of the Goods; or (iv) the Goods are delivered to any Person presenting a Carriage Document stating that such Person is authorized to take delivery or possession of the Goods, including any forged or fraudulent Carriage Document unless JV had a reasonable basis to know that such Carriage Document was forged or fraudulent.

13.2 In case of Due Delivery pursuant to Section 13.1, JV shall have the right to store the Goods at any place at Customer's sole risk, cost, and expense, at which point, JV's obligations hereunder shall be deemed fully performed. JV's liability, if any, in relation to such storage, shall be governed by these Conditions. All costs incurred by JV as a result of Due Delivery pursuant to Section 13.1 shall be deemed as freight earned, and such costs shall, upon demand, be paid by Customer.

13.3 JV, in its discretion, shall be entitled, at Customer's sole cost and expense, and subject to compliance with any Applicable Laws and any express Instructions issued by Customer, to: (i) immediately, and without notice, sell or dispose of any of the Goods that, in JV's reasonable opinion, cannot be delivered by reason of the Goods being insufficiently or incorrectly addressed, or if any Temperature Controlled Goods or other Goods appear to be perishing or deteriorating; and (ii) at least 30 days after Due Delivery, and following not less than 30 days prior written notice to Customer thereof, sell or dispose of any Goods that cannot be delivered.

14. LIEN

JV shall have a general lien on any and all Goods of Customer or Owner, in JV's actual or constructive possession, custody or control, for all amounts payable by Customer to JV in connection with any Services or otherwise owed by Customer to JV pursuant to these Conditions. If any claim for payment remains unsatisfied for 30 days after demand for its payment is made, JV may sell at public auction or private sale, upon 10 days written notice to Customer or Owner, sent certified or registered mail with return receipt requested, the Goods (and documents relating thereto), or so much thereof as may be necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of any amounts then due to JV. The surplus, if any, from any such sale shall be transmitted to Customer by JV, and Customer shall remain liable for any deficiency from any such sale.

15. LIABILITY

15.1 JV shall not be responsible nor liable for any damage, loss, non-delivery or mis-delivery of Goods, nor for any delay or deviation howsoever arising or caused except to the extent such damage, loss, non-delivery, mis-delivery, delay, or deviation was caused by the negligence or willful misconduct of JV while the Goods were in the actual custody of JV and under its actual control.

15.2 JV shall be entitled to the full benefit of all privileges, rights and immunities available to any Subcontractor, in particular but not limited to air, ocean, and ground carriers under their applicable Carriage Document, warehousemen or other providers, and any other Subcontractors under their standard trading terms and conditions. Additionally, any Subcontractors utilized by JV hereunder shall be entitled to the full benefit of all privileges, rights and immunities available to JV under these Conditions.

15.3 In all cases where liability has not been excluded or limited by these Conditions or by any mandatory Applicable Laws, the liability of JV is limited as follows:

- (i) in the case of loss of or damage to Goods where the predominant service provided or arranged by JV is ground transport, to the lesser of: (1) the Manufacture Cost; (2) the Replacement Cost; (3) the Repair Cost; (4) the lesser of USD \$0.50 per pound or USD \$50.00 per occurrence; or (5) solely with respect to full truckload shipments transported within the United States and Canada, the lesser of the amounts set forth in this Section 15.3.(i)(1) through (4) up to a maximum of USD \$100,000 per occurrence. With respect to any ground transportation, JV shall not be liable for a motor carrier's failure to maintain insurance nor for the accuracy of any documentation furnished by a motor carrier to JV or Customer evidencing said coverage.
- (ii) in the case of loss of or damage to Goods where the predominant service provided or arranged by JV is warehouse, storage, or other handling services, to the lesser of: (1) the Manufacture Cost; (2) the Replacement Cost; (3) the Repair Cost; (4) USD \$0.50 per pound of the gross weight of the lost or damaged Goods; or (6) USD \$50.00 per occurrence.

- (iii) in the case of claims that are not otherwise covered in these Conditions, the lesser of: (1) the cost to provide replacement Services, whether such replacement Services are provided by JV or another third party; (2) the amount determined by and specified under any Applicable Laws; or (3) USD \$5,000 per occurrence.

As used in this Section 15.3 and elsewhere in these Conditions, the term "*occurrence*" shall mean each event arising from a common cause.

15.4. In the event JV is liable for performance delays as determined pursuant to these Conditions, JV's liability shall be limited to the portion of the rates applicable to the relevant stage of the performance of Services at the time such delay occurred. If JV has agreed to Time Guaranteed Performance pursuant to Section 12.6 hereof, JV's liability shall be limited to the rates applicable to such shipment.

15.5 With respect to all claims against JV hereunder, unless and to the extent arising from the gross negligence or willful misconduct of JV, and to the fullest extent allowed by Applicable Laws, in no event shall JV's total liability exceed USD \$100,000 in the aggregate for the duration in which Services are provided to or on behalf of Customer.

15.6 The defenses and limits of liability provided for by these Conditions shall apply in any action(s) whether such action(s) are founded in contract, tort, negligence, or otherwise.

15.7. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAWS, AND NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, JV SHALL IN NO CIRCUMSTANCES BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL OR ECONOMIC LOSS OR DAMAGE INCLUDING, WITHOUT LIMITATION, ANY LOSS OF OR DAMAGE TO PROFITS, MARKET, REVENUE, SAVINGS, USE CONTRACT, GOODWILL OR BUSINESS, WHATSOEVER AND HOWSOEVER CAUSED, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS REASONABLY FORESEEABLE OR JV WAS ACTUALLY TOLD OF THE POSSIBILITY OF SUCH LOSS.

15.8 Notwithstanding anything contained herein to the contrary, in no event shall JV have any liability hereunder if and to the extent attributable to any of the following: (i) any act or omission of Customer or Owner or any Person (other than JV) acting on behalf of Customer or Owner; (ii) compliance with Instructions given by or on behalf of Customer, Owner, Authority, or other Person authorized to provide Instructions; (iii) insufficient packing, marking, labeling, or numbering of the Goods; (iv) handling, loading, stowing, unloading of Goods by Customer or Owner or any Person other than JV; (v) inherent vice or defect of the Goods; (vi) any Force Majeure Event; (vii) computer software or hardware defect, problem or virus that materially interrupts the business of Customer or JV; (viii) saving or attempts to save life during the performance of Services; or (ix) pilferage or theft, unless such loss or damage is caused by the failure of JV to exercise such ordinary care required by Applicable Laws.

15.9. If Customer considers the liability limits set forth herein to be inadequate, Customer is advised to obtain appropriate insurance, at Customer's sole cost and expense, to cover its interests or to make an Excess Value Declaration in accordance with Section 7.

15.10 Should JV provide any Services gratuitously or at no charge to Customer, such Services will be provided at Customer's sole risk, and JV shall have no liability whatsoever and howsoever arising in connection with such Services.

15.11 JV and Customer expressly waive any or all rights and remedies under Part B, 49 U.S.C. §13101 *et seq.* as provided for by 49 U.S.C. §14101(b) to the extent such rights and remedies conflict with these Conditions.

15.12 In all cases, JV and Customer shall take all commercially reasonable steps to mitigate any losses or damages either of them might sustain hereunder.

16. NOTICE OF CLAIM AND FILING OF SUIT

16.1 Notice of any claim by Customer must be received in writing by JV or its designated agent within 3 days after the date specified in Section 16.2, except where Customer can show that it was impossible to comply with such deadline and such claim is made as soon as reasonably practicable. Unless otherwise required by Applicable Laws, any suit to enforce these Conditions or to pursue remedies available to Customer hereunder or in connection with the Services must be filed in the proper forum as specified in Section 18 within 9 months after the date specified in Section 16.2. Notwithstanding the foregoing, prior to the filing of any suit, (i) Customer shall first provide written notice of the claim, dispute, or alleged breach of these Conditions, and JV shall have failed to cure or otherwise commence the curing of such claim, dispute, or alleged breach within 30 days after the date JV received such notice, and (ii) JV and Customer shall have taken commercially reasonable steps to resolve such claim, dispute, or alleged breach in a commercial setting attended by senior representatives of JV and Customer.

16.2 The date referred to in Section 16.1 shall be: (i) in the case of loss or damage to Goods, the date of scheduled or actual delivery of such Goods, whichever is earlier; (ii) in the case of delay or carriage of the Goods to an

incorrect destination, the scheduled date of delivery; (iii) in the case of errors or omissions, the date of discovery of the relevant error or omission giving rise to such claim; and (iv) in any other case, the date of the event giving rise to the claim. Otherwise any claim shall be deemed to be waived and absolutely barred.

17. INTELLECTUAL PROPERTY

Unless otherwise agreed in writing by Customer and JV, all intellectual property rights used by JV in the performance of the Services hereunder shall belong to JV or (if applicable) to the entity that has licensed the use thereof to JV. No authority to use any technology or property subject to such intellectual property rights is, nor shall be construed as, being provided hereunder.

18. APPLICABLE LAW AND JURISDICTION

These Conditions and any arrangement to which they apply shall be governed by and construed according to the federal laws of the United States, or, if federal law is not applicable, by the state laws of the State of Delaware, and in such case, venue for any disputes hereunder shall be the federal courts in the State of Delaware; provided, however, if these Conditions are held to be subject to the law of any other jurisdiction, then these Conditions shall continue to apply unless otherwise barred by or inconsistent with such laws. For the purposes of this Section 18, (i) Customer irrevocably consents to the jurisdiction of the federal and state courts in the State of Delaware; (ii) Customer agrees that any action relating to the Services performed by JV shall only be brought in said courts; (iii) Customer consents to the exercise of *in personam* jurisdiction by said courts over it; and, (iv) Customer further agrees that any action to enforce a judgment may be instituted in any jurisdiction.