

Willow Express  
Terms and Conditions

In tendering a shipment for carriage, the Shipper agrees to these Terms and Conditions of Contract (the "Contract"), which no agent or employee of the parties may alter. As used in this Contract and the Waybill or Bill of Lading refers to Willow Express

References to currencies herein are US Dollars unless stated otherwise.

References herein to weights are US Pounds (LBS) unless stated otherwise.

In tendering a shipment for carriage, the Shipper warrants that the shipment is packaged adequately to protect the enclosed goods and to ensure safe transportation with ordinary care and handling, and that each package is appropriately labeled and is in good order and condition except as noted for carriage as specified. Carrier will not be liable for mis delivery and/or non-delivery of any package which is not properly labeled by the Shipper showing the exact delivery address of the consignee. Shipper also declares that the commodity description is accurate and exact.

Shipper understands and acknowledges the following list of materials to be prohibited from shipment under care of carrier, including but not limited to:

A highway route-controlled quantity of a Class 7 (radioactive) material.

More than 55 lbs of a Division 1.1, 1.2, or 1.3 (explosive) material or an amount of a Division 1.5 (explosive) material.

Any quantity of a "Material poisonous by inhalation."

A shipment of liquid methane or liquified natural gas.

Any shipment where carrier must hold a PHMSA Safety permit.

ANY material in a container with over a 1,000 gallon capacity, excluding IBC (individual bulk container) or tote containers specifically designed for the purpose, garbage or waste of ANY type, and human or animal specimens. Shipper also warrants and represents that it has complied with all laws governing the shipment of particular materials, including, but not limited to, laws governing the shipment of alcohol and tobacco products.

Shipper also understands and acknowledges that carrier does not guarantee the protection of any perishable products, unless 24 hours advance notice and acceptance by carrier is documented. The Shipper expressly assumes the risk of loss or damage in tendering such products to carrier for delivery without such advance arrangement.

The carrier is not liable for loss, damage, delay, mis-delivery or non-deliver/ caused by: (1) any cause other than its own negligence; (2) the act, default or omission of Shipper, consignee or any other party or person; (3) the nature of the shipment or any defective characteristics or inherent vice thereof, including the shipment of hazardous, dangerous or perishable materials; (4) violation by Shipper or consignee of (a) any law governing the handling or

Shipper agrees to indemnify, hold harmless and defend carrier against any claims, losses or damages arising from the nature of the shipment, including, but not limited to, the shipment of dangerous, hazardous, licensed or perishable materials.

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The value is agreed to be \$50 per shipment or .50 cents per pound per piece unless excess value was declared, that excess value charged would be computed at .40 cents per \$100 of the excess, and that a declared value exceeding \$10,000.00 must be approved and communicated in writing prior to the shipment to be valid.

In the event of loss or damage of part of the shipment, the average declared value per pound of the shipment multiplied by the number of pounds of that part of the shipment lost or damaged, plus the amount of any transportation charges for which carrier has been paid for such part of the shipment lost or damaged.

The amount of any COD shipment must be inserted in the COD portion of the Forwarder Bill of Lading. To be bound by such COD provision, Forwarders must either make the insertion itself or acknowledge the insertion by its signature. Forwarder will, under no circumstances, be responsible for the form of payment by consignee unless specified otherwise in writing by Shipper. Forwarder will not be liable for any fraudulent certification or the non-payment of checks. A COD fee will be assessed for all COD shipments.

Funds issued in behalf of a customer i.e. check or cash will be paid by the requestor within 15 days in the funds issued amount plus a 10 percent, \$20.00 minimum Accessorial Charge.

The Shipper and consignee shall be liable jointly and severally for all unpaid freight and other lawful charges accruing on the shipment as billed or corrected, except that COD or collect shipments may move without recourse to the Shipper-consignor when the parties so stipulate per sec. 6 above. Nevertheless, the Shipper shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided by the Shipper. Notwithstanding the above, the Shipper's liability for payment of additional charges that may be found to be due after delivery shall be as specified by 49 U.S.C., sec. 13706, except that the Shipper need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier. Nothing in the Bill of Lading or this Contract shall limit the right of Forwarder to require the prepayment or guarantee of the charges at the time of shipment or prior to delivery. If the description of articles or other information on the Bill of Lading is found to be incorrect or incomplete, the freight charges must be paid based upon the articles actually shipped.

All invoices are due and payable within Thirty (30) days from date of tender. In the event of failure of the liable parties to pay carrier within fifteen (30) days, the liable parties shall pay to Carrier interest at the rate of eighteen percent (18%) per annum on outstanding balances from the date payment is due until received. Shipper hereby agrees to the imposition of a lien in favor of the carrier on all future shipments by the Shipper for the full amount of all outstanding invoices, including all accrued interest, due and owing the Carrier by the Shipper. If collection of an amount due carrier or carrier's enforcement of the lien is referred to an attorney or collection agency for collection, the liable parties shall pay all court costs and attorneys' or other fees incurred by Forwarder for such suit or collection. Where delivery is refused. Shipper agrees to cover all reasonable costs incurred by carrier in returning the shipment to Shipper and reasonable storage costs in accordance with carriers' warehouse rates.

Contract or other terms contained in the Bill of Lading or in the Forwarder Rules/Rate Tariff, including, but not limited to, improper or insufficient packing, securing, marking or addressing; (5) acts of God, perils of the air, public enemies, public authorities acting with the actual or apparent authority of the law, acts or omissions of customs or quarantine officials, riots, strikes

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or other local disputes, civil commotion s, hazards incident to state of war, weather conditions, mechanical delay of aircraft or aircraft loading equipment, or other causes beyond the reasonable control of the parties; (6) acts or omissions by Forwarder caused by the acts or omissions of another, including, but not limited to, carrier's compliance with delivery instructions from Shipper or consignee. Carrier shall not be liable for the loss of articles loaded and sealed in packages by the Shipper provided the seal is unbroken at the time of delivery and the package retains its basic integrity. Carrier shall not be liable In any event for any special. Incidental or consequential damages, including, but not limited to, loss of profits or income, whether or not Forwarder had knowledge that such damages might be incurred.

All shipments are subject to inspection by Carrier at Carrier's discretion, including, but not limited to, opening the shipment. Carrier Is not, however, obligated to perform such inspection of goods.

Transportation of shipments is subject to availability of equipment and space thereon. Carrier shall have the right to substitute alternate means of transportation and select the routing or deviate from a routing shown on the Bill of Lading. Charges for transportation will be based on the applicable tariff rate for the type of service requested by the Shipper as specified in the Carriers Tariff, or as quoted, on the date of shipment; however, carrier will transport the shipment within the terms as specified on the Bill of Lading by Shipper subject to, but not limited to, normal delays in transportation such as backlogs, weather conditions, and the like. Forwarder does not guarantee commencement or completion of shipment within a specified term.

Claims: Non-Delivery: Written notice of loss due to non-delivery must be reported by Shipper within 180 days after acceptance of the shipment for carriage. Apparent Damage: Written notice of loss due to apparent damage, shortage or delay must be reported in writing within 15 days after delivery of the shipment and claims for such loss/damage must be made within 180 days from date of tender of shipment. Concealed Damage: Written notice of loss due to concealed damage after clear receipt of goods has been given, must be reported in writing within 7 days after date of delivery, with privilege of Forwarder to inspect the shipping container and its contents within 15 days from date such notification is received by Forwarder. Goods must be retained in original container until inspection has been completed. Claims for concealed damage must be made within 180 days from date of shipping. Overcharge and Refund Claims: Written claims for overcharges and refunds must be made within 180 days from date of tender. No claims of any type above will be entertained until all transportation charges have been paid in full. The amount of the claim may not be deducted from the transportation charges. Carrier shall not be liable unless an action Is brought within 365 days after the date written notice is given to the claimant that Forwarder has disallowed the claim in whole or in part or within two (2) years of date of tender, whichever is earlier.

This Contract will be governed by and construed in accordance with the laws of the state of Utah, and any action brought against the carrier must be brought in the appropriate state or federal court in Utah

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October 1, 2021