

## **LST Logistics Terms and Conditions**

1. **APPLICABILITY.** Unless expressly superseded by a written contract signed by an officer of **LST Services & Logistics LLC DBA LST Logistics** ("COMPANY") and the party requesting services by COMPANY including, but not limited to, any shipper, consignor, consignee, broker, forwarder, or any other entity claiming an interest in goods for which COMPANY arranges transportation ("CUSTOMER") these Terms and Conditions, as amended from time to time by COMPANY in its sole discretion, shall govern property brokerage service (which, for purposes hereof, shall mean the arrangement of motor carrier transportation to be performed by third party Servicing Motor Carriers as defined below) provided by COMPANY (such arrangement, the "Services"), including Services provided pursuant to a load confirmation. Any terms and conditions on document exchanged between the parties other than these Terms and Conditions, as revised from time to time, shall not apply to any Services and shall not be binding on or applicable to COMPANY. CUSTOMER understands and agrees that COMPANY functions as an independent entity, and not as a carrier, in selling, negotiating, and arranging for transportation for compensation, and that the actual transportation of shipments tendered to COMPANY shall be performed by third-party motor carriers ("Servicing Motor Carriers") regardless of whether such Servicing Motor Carrier is engaged by COMPANY directly or is engaged by a subcontractor retained by COMPANY. COMPANY and CUSTOMER represent and warrant that their relationship is that of independent contractors and that the respective employees are under their respective exclusive management and control. Nothing in these Terms and Conditions shall be deemed to require COMPANY to provide Services upon request of CUSTOMER and COMPANY reserves the right to accept or decline, in its sole discretion, any particular request for Services.

2. **COMPLIANCE WITH LAW.** COMPANY represents and warrants that it is duly and legally qualified to operate as a property broker and to provide the Services contemplated herein. COMPANY agrees to comply with all applicable federal, state and local laws regarding the provision of such brokerage Services. CUSTOMER warrants and represents that it is authorized to tender the cargo in question to COMPANY and that all descriptions of the cargo are complete, accurate, and include all information required by applicable law, rules or regulation. Without in any way limiting the foregoing, if CUSTOMER tenders for transportation cargo designated as hazardous materials or dangerous goods, CUSTOMER shall be solely responsible for complying with any and all applicable laws, rules, regulations, or conventions with respect to classifying, tendering, packaging and labeling such cargo and must provide notice of any such cargo at the time a request for Services is first initiated by CUSTOMER to COMPANY.

3. **PAYMENT AND CHARGES.** All charges are earned in full upon COMPANY's agreement to provide services. COMPANY will charge and CUSTOMER will pay the rates and charges set forth in a load confirmation or as otherwise agreed, as well as any other amounts for which CUSTOMER is liable pursuant to these Terms and Conditions, for services provided by COMPANY without offset. CUSTOMER agrees to pay COMPANY without offset and within fifteen (15) days of receiving the invoice, with interest accruing monthly at a rate of one percent (1%) per month on any unpaid balance, but CUSTOMER acknowledges and agrees that COMPANY can cancel credit at any time, including after commencement of services, in which case, charges are immediately due and payable upon demand. CUSTOMER shall also be liable for any expenses, including attorney fees, COMPANY incurs in collecting its rates and charges. If any information provided by CUSTOMER is inaccurate or incomplete, CUSTOMER acknowledges and agrees that: agreed upon rates may, in COMPANY's sole discretion, be revised to reflect the goods actually tendered; CUSTOMER is liable for costs due to inaccurate or incomplete information provided by or on behalf of CUSTOMER. CUSTOMER is liable for all costs, charges or expenses arising from or related to characteristics of CUSTOMER's cargo including, but not limited to, need for overweight or overdimension permits (including costs of compliance with

such permits such as pilot car requirements and escorts); utility work (including clearing utility lines); route surveys; ensuring appropriate job site access via roads able to withstand load weights; costs associated with loading or unloading of cargo including, but not limited to crane rental, operation and wait time; any and all amounts assessed by third parties, costs related to requests for cancellation (including charges for services rendered prior to cancellation). CUSTOMER acknowledges and agrees that Servicing Motor Carriers assess charges during periods when Servicing Motor Carrier equipment is laden with CUSTOMER goods, but cannot be operated due to circumstances outside of the Servicing Motor Carrier's reasonable control, including, but not limited to, weather, permitting delays, etc.; CUSTOMER is liable for any and all such amounts imposed by the Servicing Motor Carrier. COMPANY does not provide time-guaranteed services and shall not be liable for consequences of delay except to the limited extent, if any, expressly assumed by COMPANY in these Terms and Conditions. CUSTOMER shall also be responsible for any additional accessorial charges imposed by the Servicing Motor Carrier which were not anticipated by COMPANY at the time COMPANY arranged for services with Servicing Motor Carrier or which were not otherwise included in the rate set forth in the load confirmation (including, but not limited to, charges for Servicing Motor Carrier waiting at origin or destination). In no event will COMPANY have any responsibility for, and CUSTOMER will defend, indemnify, and hold COMPANY harmless from, and will pay and reimburse, any charges imposed by third parties with respect to use of equipment in which cargo tendered by, to or on behalf of CUSTOMER is or has been laden, or for charges assessed with respect to storage or handling of any such equipment. COMPANY shall have a possessory lien on all cargo, and any proceeds therefrom, in its, or in its Servicing Motor Carrier's, dominion or control for the payment of any and all amounts due and owing from CUSTOMER or with respect to services rendered at the request, or for the benefit of, CUSTOMER. In addition, to the extent not prohibited by applicable law, COMPANY will have a general lien on any cargo under its, or its Servicing Motor Carrier's, dominion or control, and any proceeds thereof, for any and all amounts due and owing from CUSTOMER or with respect to services rendered at the request, or for the benefit of, CUSTOMER, regardless of whether those amounts relate to cargo or proceeds against which the general lien is enforced.

4. **INDEMNIFICATION, WARRANTIES AND LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF WHETHER THE PARTY TO BE CHARGED HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY FROM AND AGAINST, AND SHALL PAY AND REIMBURSE COMPANY FOR, ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, FINES, JUDGMENTS, PENALTIES AND AMOUNTS (INCLUDING REASONABLE ATTORNEY FEES) ARISING FROM OR RELATED TO: (i) BREACH BY CUSTOMER OF THESE TERMS AND CONDITIONS; (ii) THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF CUSTOMER, ITS AGENTS, CONTRACTORS OR EMPLOYEES; (iii) VIOLATION BY CUSTOMER, ITS AGENTS, CONTRACTORS OR EMPLOYEES OF ANY APPLICABLE LAWS, RULE OR REGULATION; (iv) CUSTOMER'S FAILURE TO PROVIDE, OR COMPANY'S OR THE SERVICING MOTOR CARRIER'S COMPLIANCE WITH OR RELIANCE ON, INSTRUCTIONS, DIRECTIONS, OR REQUEST OF CUSTOMER; (v) A THIRD PARTY SEEKING TO IMPOSE LIABILITY ON COMPANY WITH RESPECT TO CARGO LOSS, DAMAGE OR DELAY IN EXCESS OF THE LIABILITY EXPRESSLY ASSUMED HEREIN; OR (vi) A THIRD PARTY SEEKING TO RECOVER AMOUNTS FOR WHICH CUSTOMER IS LIABLE PURSUANT TO THESE TERMS AND CONDITIONS. THE FOREGOING NOTWITHSTANDING, CUSTOMER'S OBLIGATION TO HOLD HARMLESS, DEFEND, INDEMNIFY, PAY AND REIMBURSE SHALL NOT APPLY TO THE EXTENT ANY CLAIM IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF COMPANY. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A

PARTICULAR PURPOSE. ANY OTHER PROVISIONS OF THESE TERMS AND CONDITIONS NOTWITHSTANDING, COMPANY IS NOT LIABLE FOR THE CONSEQUENCES OF IDENTIFY THEFT OR FRAUDULENT OR CRIMINAL CONDUCT OF THIRD PARTIES, INCLUDING UTILIZING THE SERVICES OF ENTITIES REPRESENTING THEMSELVES TO BE SERVICING MOTOR CARRIERS OR REPRESENTATIVES THEREOF. If COMPANY has provided CUSTOMER with any information regarding the identity of the Servicing Motor Carrier or its driver, including, but not limited to the Servicing Motor Carrier's or driver's name, CUSTOMER will, or if CUSTOMER is not the consignor, CUSTOMER will require the consignor to, confirm the information prior to tendering a shipment and will not tender the shipment if the information of the carrier or driver that arrives to retrieve a shipment is not the same as the information provided by COMPANY. COMPANY will not be liable for any loss or damage incurred by CUSTOMER arising from or related to the tendering party's failure to verify SERVICING MOTOR CARRIER or driver information.

5. **SERVICING MOTOR CARRIERS.** COMPANY's sole responsibility with respect to selection and retention of Servicing Motor carriers is to make reasonable efforts to place CUSTOMER's loads with responsible Servicing Motor Carriers: (i) authorized to perform the services required by CUSTOMER; (ii) which such carriers do not hold an "unsatisfactory" or unfit safety rating from the U.S. Department of Transportation; and (iii) that possess all insurance coverages required by applicable law. COMPANY makes no express or implied warranties or guarantees concerning delivery time or the locating of a Servicing Motor Carrier to provide the transportation services requested by CUSTOMER.

6. **COMPANY INSURANCE.** COMPANY shall comply with all insurance and bonding requirements imposed upon it by law, including its obligation to maintain a surety bond or trust fund agreement.

7. **CARGO LOSS, DAMAGE, OR SHORTAGE.** COMPANY will obtain the Agreement of the Servicing Motor Carrier to assume liability for cargo loss, damage, or destruction in accordance with the Carmack Amendment as currently codified at 49 U.S.C. § 14706. The liability, and the total cumulative recovery of the claimant, will be limited to the lesser of the cost to repair or replace (with property of similar age and condition) the cargo or: (a) for new cargo \$2.50 per pound, not to exceed \$100,000.00 per trailer or conveyance; or (b) for used or reconditioned cargo, \$.25 per pound not to exceed \$10,000.00 per trailer or conveyance. If CUSTOMER wishes for COMPANY to arrange for the Servicing Motor Carrier to assume additional liability (not to exceed \$250,000.00 per trailer or conveyance with respect to new or unused items and not to exceed \$25,000 per trailer or conveyance with respect to used or reconditioned items), CUSTOMER must make such request to COMPANY by emailing COMPANY at Brokerage@lstlogisticsllc.com at least 48 hours prior to the scheduled pick-up which request is not valid unless agreed upon in writing by an officer of COMPANY. The cost of assuming additional liability will be provided as requested. If such request is accepted by COMPANY in a signed writing, and CUSTOMER pays additional freight charges quoted by COMPANY in response to such request, COMPANY will arrange for the Servicing Motor Carrier to agree to be liable for the lesser of the full value declared by CUSTOMER or the cost to repair or replace the goods (with property of similar age and condition). In no event shall COMPANY or the Servicing Motor Carrier be liable for any loss, damage or destruction of cargo occurring while the cargo is not in the possession of the Servicing Motor Carrier, or of cargo with respect to which COMPANY has arranged transportation to, from or within Mexico. Neither COMPANY, nor Servicing Motor Carrier will be liable for any cosmetic issues arising from services including, but not limited to, marring or scratching for any reason, including, but not limited to, cosmetic issues arising from loading, load securement, placement of straps or tie downs, or otherwise due to normal road hazards. If the Servicing Motor Carrier fails to pay a claim for which it would be liable pursuant to the foregoing provisions of this paragraph within one hundred twenty (120) days of a claim filed timely in accordance with these Terms and Conditions, the COMPANY, as its sole liability with respect to cargo loss, damage and destruction, will assume liability as if it were the Servicing Motor Carrier in accordance with the foregoing standards. CUSTOMER is

responsible for filing a claim with COMPANY for cargo loss and damage within 30 days of the date of delivery of the cargo in question (or, if none, within 30 days of the date cargo should have been delivered). Failure to do so will result in an absolute bar to any such claim and will relieve COMPANY of any and all liability with respect thereto. COMPANY shall be under no obligation to arrange, and Servicing Motor Carrier shall be under no obligation to provide, service in accordance with any set pick-up or delivery schedule. In no event will COMPANY have any liability for consequences of delay. Any lawsuit arising from loss, damage or destruction to cargo must be commenced within twelve (12) months of denial of all or any part of such claim. CUSTOMER acknowledges and agrees that the sole liability of COMPANY with respect to loss, damage or delay to cargo shall be as set forth in this provision and CUSTOMER warrants and represents that if it is not the owner of such cargo, CUSTOMER holds authority from such owner to bind the owner to the provisions of these Terms and Conditions.

8. **SHIPPING DOCUMENTS.** Shipments tendered hereunder may be evidenced by a bill of lading or similar transportation document. In no event will COMPANY being shown as the "carrier" on any such document change COMPANY's status as a property broker. Upon request of CUSTOMER, COMPANY shall request that Servicing Motor Carriers obtain a delivery receipt from the consignee, showing the products delivered, the condition of the shipment and the date and time of such delivery. CUSTOMER waives access to COMPANY's records pursuant to 49 C.F.R. Part 371.

9. **LEGAL RESTRAINT AND FORCE MAJEURE.** Any other provisions of these Terms and Conditions that we would result in a contrary result notwithstanding, COMPANY shall have no liability arising from or related to any loss or failure to perform due to circumstances beyond COMPANY's reasonable control, including without limitation, fire, labor strife, riot, war, weather conditions, acts of the public enemy, action or inaction of public authorities (including with respect to issuance of overdimension or overweight permits), acts of God, acts of terrorism, local or national disruptions to transportation networks or operations, port congestion, container shortage, chassis shortage, material equipment repairs, fuel shortages, governmental regulations, pandemic, epidemic, government ordered shutdown, or governmental request or requisition for national defense, or requests of governmental officials, and provided that the applicable cause is not attributable to COMPANY's acts or omissions. COMPANY's performance shall be suspended during the continuance of such interruption.

10. **DISPUTE RESOLUTION.** These Terms and Conditions shall be deemed to have been drawn in accordance with the statutes and laws of the state of Texas and in the event of any disagreement or dispute regarding services subject to these Terms and Conditions, to the extent not otherwise governed by federal law, the laws of Texas shall apply and suit may only be brought in a court of appropriate subject matter jurisdiction serving Fort Worth, Texas as each party specifically: (a) submits to the exclusive personal jurisdiction of such courts for disputes between them or otherwise involving COMPANY's services; and (b) waives any challenges to venue in, or personal jurisdiction of, any such court.