

Managed Transportation

Terms & Conditions

By requesting quotations for services or by tendering freight to FedEx Supply Chain, Inc. ("FSC MT" or "Broker") for transportation via licensed carrier, Customer accepts and agrees to the following terms and conditions:

- **Quotations:** All quotes provided are valid until 11:59 PM Eastern Time on the date quoted and are dependent on available capacity. Quotes that are converted to orders after that cutoff time are subject to change. **Please note:** The quoted charges are based on the information supplied by Customer, and are also based on liability terms and rates in effect at the time of the quote. Actual charges will be based on the shipment's actual weight, dimensions, classification and type of commodity, pickup and delivery location and conditions, requested transit days and additional services performed. In such cases, FSC MT reserves the right to amend the price or refuse the shipment. Customer will be liable to FSC MT for full payment of actual charges.
- **Quoted Charges, Accessorial Charges and Transportation Expenses:** FSC MT's quotation is for transportation charges, any fuel surcharge in effect at the time of quote, and any special services requested in writing and specified in the quote. It does not include any applicable accessorial charges, including, but not limited to detention, equipment ordered and not used (dry run), re-delivery, inside pickup or delivery, waiting time, customs clearance, taxes, duties, or other costs or expenses that may be associated with shipment. Additional accessorial charges reasonably incurred for Customer's account will be invoiced separately. Customer agrees to pay all accessorial charges.
- **Initiation of Broker Services:** Customer may authorize FSC MT to perform services under these terms and conditions by means of any verbal, e-mail, facsimile, or other form of written communication, the substance of which authorizes FSC MT to provide services. Upon receipt of Customer's authorization, FSC MT will commence services unless FSC MT elects to decline a service request. FSC MT will provide reasonable written notification in the event it declines to perform a requested service.
- **Broker's Services:** It is understood and agreed that FSC MT (i) is retained by Customer to arrange for the transport by third parties of the shipment described below, and (ii) makes these arrangements only as a licensed Property Broker, and not as a carrier.

Unless otherwise agreed in writing, FSC MT will not provide or arrange for the import or export of cargo; customs broker services; loading, unloading, lumper or transloading services; warehousing or warehouse services; or any other services not specifically identified in Broker's quotation.

- **Independent Contractors:** The relationship between Customer and FSC MT is that of independent contractor and is not based on common law or contract employment, agency, partnership, or a joint venture. Customer understands that the transporting carrier(s) which transports Customer's cargo is an independent contractor(s) and that FSC MT does not own, operate, or control the transporting carrier(s). The transporting carrier(s) is responsible for cargo loss or damage claims (see, "Liability of Transporting Carrier(s)," below). Depending on the transaction, FSC MT reserves the right to interline or place the shipment with another Property Broker or other transportation intermediary which may, in turn, ultimately place the shipment with a motor carrier or rail carrier. Such interline services, Property Brokers and transportation intermediaries are also independent contractors.
- **Dry Run Charges:** In the event Customer cancels a shipment twenty-four (24) hours or less before scheduled pickup, Broker may charge and Customer agrees to pay all fees of the transporting carrier resulting from the cancelled shipment (dry run). In addition, an administrative fee of up to \$100 may apply.
- **Detention Charges:** Customers are allowed two (2) hours of free time for loading and unloading. Upon expiration of the stated free time, Customer will be responsible for the payment of detention charges at the rate provided by the transporting carrier's tariff or other governing terms and conditions.
- **Service Limitations:** Transit times are approximate and are not guaranteed. Price, mileage, transit times and service options may vary based on equipment availability, freight availability, the time Customer places the order with FSC MT, weather, Force Majeure, and other unavoidable or unforeseen transportation, broker, or customs delays.
- **FSC MT Liability:** FSC MT has no liability under any legal theory for cargo loss, non-delivery, damage, shortage, or delay, unless such claim results solely, proximately, and directly from FSC MT's negligence or breach in its performance of services under these terms and conditions. Any such liability on FSC MT's part, under any legal theory, shall be limited to the same extent as the limitations on the transporting Carrier's full truckload ("FTL"), less than load ("LTL"), intermodal or rail liability for the shipment at issue (as provided below) or \$100,000, whichever is less. FSC MT

maintains insurance as required by the DOT/FMCSA regulations governing licensed Property Brokers, but does not specifically insure Customer cargo. FSC MT contractually requires the transporting carrier(s) to maintain any legally required cargo insurance. FSC MT recommends that Customer obtain a policy of all-risk or another suitable policy of insurance to provide coverage for the cargo.

FSC MT shall not be responsible for loss or damage to cargo due to improper loading and/or securement (including blocking and bracing), due to an inherent vice or defect in the cargo, itself, or for any other act or omission constituting shipper fault.

FSC MT does not control the transporting carrier's equipment or drivers and is not responsible for the consequences or expenses associated with any collision, accident, or mechanical breakdown, including, but not limited to, towing charges, road cleanup and debris removal, warehousing or temporary storage, or field transloading services.

In no event will Broker have any liability arising from or related to the carrier or the carrier's cargo insurer limiting its liability for cargo loss and damage.

Customer acknowledges and agrees that the sole liability of FSC MT with respect to loss, damage or delay to cargo shall be as set forth in these terms and conditions.

- **Liability of Transporting Carrier(s):** Customer agrees that a full truckload ("FTL") carrier's liability for loss or damage to cargo is limited to the lesser of \$100,000 per full truckload or container load, regardless of the number of shipments or bills of lading contained therein, or the actual invoice value of the cargo. Customer agrees that a Less than Load ("LTL") carrier's liability for loss or damage to cargo is limited to the lesser of \$10 per pound or the actual invoice value of the lost or damaged cargo, not to exceed a total of \$100,000. Liability for loss or damage to cargo resulting from rail and intermodal shipments will be as provided by the applicable intermodal agreement or rail circular. Should a released value be declared on the bill of lading, carrier will be responsible for the lesser of the above or the released value. Higher levels of liability for higher transportation charges may be obtained by calling FSC MT at least forty-eight (48) hours in advance of the requested pick-up date to request a quote based on the specified level of carrier liability. FSC MT will provide a quote which must be approved in writing by the customer prior to actual pick up of the shipment. A higher value declared on the bill of lading shall not increase carrier liability unless Customer and FSC MT have executed the written agreement specifying the rate and liability set forth above.

Transporting carrier shall not be responsible for loss or damage to cargo due to improper loading and/or securement (including blocking and bracing), due to an inherent vice or defect in the cargo, itself, or for any other act or omission constituting shipper fault.

Customer acknowledges and agrees that failure or alleged failure by a transporting carrier to comply with shipment handling instructions, or a broken trailer seal, shall not, in and of itself, be grounds for rejection of a shipment or filing of a claim for cargo loss and damage without proof of actual loss or damage.

- **Food Shipments:** If Customer requests service with respect to food, Customer acknowledges and agrees that if Customer has not requested temperature control service or other specialized handling requirements, then all such food has been packaged in such a manner to ensure safe and sanitary handling during transportation without adoption by the underlying carrier of any specialized handling procedures and as such Broker has no obligation to arrange for any specialized handling. If specialized handling has been requested by Customer, Broker's sole obligation is to pass through such specialized handling instructions to the underlying carrier. With respect to food for which temperature control service has been requested, Customer acknowledges and agrees that Broker's sole responsibility will be to communicate requested temperature ranges to the underlying carrier and that ambient air temperature readings within the trailer, if any, taken by the loader and receiver at origin and destination are sufficient to ensure safe and sanitary handling of Customer's commodities. Any request for specialized handling, including controlled temperature transit, must be submitted to Broker in writing at the time of the initial request for service to which the instructions relate. As between Broker and Customer, Customer shall have sole discretion in determining shipment handling instructions necessary to ensure the safe and sanitary handling of food.
- **Tobacco Products:** Broker does not arrange transport of Tobacco Products, which include but are not limited to cigarettes, smokeless tobacco, cigars, loose tobacco (whether for pipes or roll-your-own cigarettes) or hookah tobacco. Customer (i) represents that no Tobacco Products are included in shipments arranged by Broker and (ii) agrees to defend and indemnify Broker for any unlawful shipping of Tobacco Products.
- **Hazardous Cargo:** Customer shall provide Broker with advance written notice of the proposed shipment of any hazardous material, as that term is used and defined in 49 CFR Parts 105-180 ("Hazardous Material"). Prior to the proposed transportation, Customer shall provide Broker with a current Material Safety Data Sheet for the hazardous material shipment. Customer shall indemnify, defend and hold harmless

Broker and its officers, employees, agents, contractors drivers and insurers against all claims, liabilities, losses, fines, reasonable attorneys' fees and other expenses arising out of or relating to any contact with, exposure to or release of any Hazardous Material, including without limitation, fines or expenses relating to the removal or treatment of Hazardous Material or any other remedial action pertaining to the Hazardous Material under federal or state law, if (1) Customer fails to provide the notice required by this provision prior to tendering the Hazardous Material to Broker, (2) the contact, exposure or release resulted from the improper packaging or loading or other acts or omissions of the Customer, its employees or agents, or (3) the contact, exposure or release occurred subsequent to the transportation and delivery of the Hazardous Material by Carrier.

- **Customer Cargo and Compliance Warranty:** All information provided by Customer regarding the cargo, cargo characteristics and handling, and shipment related information shall be accurate and complete. Customer warrants that all cargo tendered will be in compliance with all applicable laws, rules and regulations and that packaging, labeling, packing, loading, blocking and bracing will be in accordance with applicable law and governing industry standards.

Customer specifically warrants that, in connection with all cargo tendered to Broker, it has fully complied with all applicable local, state, federal and foreign laws and regulations, including, without limitation, import and export regulations, TSA regulations, OFAC regulations, FCPA, ITAR and all other laws and regulations governing the importation and exportation of goods to or from the United States.

Customer agrees to defend, indemnify, and hold Broker harmless against claims, liabilities, fines, investigation expenses, business interruption, and damages related to or arising from or out of inaccurate or incomplete information or any Customer breach of this warranty.

- **Claims against Transporting Carrier:** All claims must be filed directly with the actual transporting carrier unless otherwise agreed. Customer will not file claims valued at less than \$150 or \$350 in the case of concealed damage claims. FSC MT can assist in facilitating Customer's claim by filing overage, shortage, or damage claims with the transporting carrier(s). A written notification of a pending claim must be provided to FSC MT by the Customer within ten (10) days from the date of delivery; or date of scheduled delivery in the event of a lost shipment. The Customer must promptly provide any documentation as requested by FSC MT to facilitate the processing of the claim. The carrier is required to acknowledge the claim in writing within thirty (30) days of receipt of the claim. Written claims for cargo damage must be filed with carrier within nine (9) months of the date of delivery or the claims are time barred. In

the event of dispute, the Customer may pursue legal action for recovery against the carrier, which must be instituted in a court of appropriate jurisdiction within two (2) years from the date the claim is denied by the carrier. Failure to file claims or pursue legal action within the stated time limits will result in an absolute bar to any such claim and legal action and will relieve carrier of any and all liability with respect thereto. Customer waives any claim against FSC MT arising from or relating to FSC MT's facilitation of the cargo claim and the claims process, to the fullest extent permitted by law.

- **Claims against Broker:** A written notification of a pending claim must be provided to FSC MT by the Customer within ten (10) days from the date of delivery; or date of scheduled delivery in the event of a lost shipment. Customer is responsible for filing a claim with Broker alleging Broker's liability for cargo loss and damage within nine (9) months of the date of delivery of the cargo in question (or, if none, within nine (9) months of the date cargo should have been delivered). In the event of dispute, the Customer may pursue legal action for recovery against the Broker, which must be instituted in a court of appropriate jurisdiction within two (2) years from the earliest date the claim is denied by the carrier or the Broker. Failure to file claims or pursue legal action within the stated time limits will result in an absolute bar to any such claim and legal action and will relieve Broker of any and all liability with respect thereto.

Broker is entitled to receive payment of all sums due to it for services rendered without regard to any claims for loss or damage to cargo which may occur in the course of such services.

Customer shall not have the right to delay, withhold or offset payment for Broker's services due to or as against any claims for loss or damage to cargo and any effort to do so shall be prohibited.

- **Loss and Damage Valuation:** For purposes of the valuation of claims for loss or damage to cargo shipped under these terms and conditions, such claims shall be based on the value of the lost or damaged goods as evidenced by shipper's invoice at destination. In the event that there is no shipper invoice, other relevant evidence of the fair market value of the cargo at destination may be considered.
- **Claims Process, Damage Inspection, Mitigation and Salvage Rights:** Claims for loss or damage to cargo shall be processed in the manner provided by 49 C.F.R. Part 370. Following any event causing damage to cargo, Customer shall take commercially reasonable steps to preserve the damaged cargo and to provide reasonable notice and an opportunity for all interested parties to inspect the damaged cargo. At all times, Customer is required to take all commercially reasonable steps to mitigate its damages. In the event that the transporting carrier or FSC MT pays a

claim for damage to cargo, the party paying the claim shall be entitled to salvage the damaged cargo in mitigation of the damage claim. Customer or a shipper may reasonably refuse to permit a salvage sale of the damaged cargo, but the party paying the claim shall be entitled to deduct the fair market salvage value of the damaged cargo from the amount of the claim.

- Mexico Shipments: Neither the Broker nor the transporting carrier makes any representation that Customer will receive any compensation for cargo loss or damage in Mexico, which is governed solely by Mexican law. Neither FSC MT nor the transporting carrier shall have any liability for loss or damage to cargo shipped to, from or through Mexico.
- Consequential and Punitive Damages: Neither FSC MT nor a transporting carrier shall be liable for any form of special, incidental, indirect, extended, punitive, or consequential damages, or for other indirect costs, fees, or charges of any kind arising from the broker, transportation or other services provided, regardless of the form of action, theory of recovery, or the failure of essential purpose of any other limited remedy, even if FSC MT or a transporting carrier had knowledge that such damages could be incurred.
- Force Majeure: FSC MT and the transporting carrier(s) shall not be legally responsible for cargo loss or damage or a failure or delay in performance of services caused by a Force Majeure event. A Force Majeure event shall include Acts of God, or the public enemy, natural disasters or weather related events, war conditions, terrorism, governmental interference or requirements, regulations or actions, embargoes, fires, floods, labor disorders, riots or civil disorder, closing of the public highway, inherent vice of the goods being transported, or without construing the foregoing as words of limitation, any other cause beyond Broker's or Customer's reasonable control.
- Payments Terms, Credit and Collection: Quotations and charges are stated in U.S. currency unless otherwise specified. Charges must be paid within fifteen (15) days of receipt of invoice, unless a signed agreement exists for alternate payment terms. Charges may be paid by company check, bank check, electronic transfer, credit card, or bank draft. Payments should reference the FSC MT invoice number or order number. Late and past due amounts are subject to twelve percent (12%) interest charge per annum.

Non-credit customers must pay for charges and services in advance. FSC MT may extend credit upon Customer request. The decision to extend credit and the amount of such credit is subject to FSC MT's sole discretion. Credit will be extended only after a review and approval of

Customer's current credit report and references. FSC MT reserves the right to refuse, limit, suspend or terminate credit at any time and also reserves the right to require Customer to pay for certain charges or expenses notwithstanding the existence of credit terms.

In the event that collection activity or a legal action is initiated to collect unpaid and overdue accounts receivable from Customer, in addition to all sums and interest due, FSC MT shall also be entitled to recover its reasonable attorneys' fees, collection costs and fees, and costs of court.

- **Customer Indemnity of Broker:** In addition to specific indemnity obligations provided in these terms and conditions, Customer agrees that it will defend, indemnify and hold Broker harmless from and against, and shall pay and reimburse, any and all loss, damage, claim, fine, cost or expense, including reasonable attorney fees, arising from Customer's breach of these terms and conditions, or in any way related to services provided under this Agreement, except to the extent such liability arises directly and proximately from any negligent act or negligent omission of Broker in providing property brokerage services hereunder. Customer's indemnity obligations specifically include, but are not limited to the failure of Customer, shipper, or other party to properly block, brace, or load Customer's shipments; comply with applicable laws, commodity restrictions and prohibitions; and to properly describe and label (including with regard to hazardous materials) cargo.
- **Governing Language:** These Terms and Conditions and all documents related hereto, either present or future, shall be prepared and interpreted in the English language only.

Les parties de par les presentes qu'ils exigent que cette entente et tous les documents y afferents, soit pour le present ou l'avenir, soient rediges en langue anglaise seulement.

- **Choice of Law and Forum:** These terms and conditions are to be interpreted under Tennessee law, without regard to its conflict of law principles, and any dispute arising under these terms and conditions and any legal action to enforce, apply or construe these terms and conditions shall be brought exclusively in the state or federal courts located within the state of Tennessee.
- **Bills of Lading:** FSC MT may undertake, but is not required to prepare Bills of Lading or comparable shipping documents. Regardless of whether FSC MT participates in the preparation of the Bill of Lading, such Bill of Lading and its content are the responsibility of the shipper or Customer and Customer understands and agrees that FSC MT is not liable for any errors or omissions in any Bill of Lading.

- Complete Agreement and Priority: By tendering cargo to FSC MT for shipment by transporting carriers, Customer accepts and agrees to the terms and conditions set forth herein. This is the complete agreement and understanding between FSC MT and Customer and supersedes any other prior written or verbal agreements, understandings, representations, or assurances between FSC MT and Customer as to the subject matter. As between FSC MT and Customer, to the extent this document conflicts with any other agreement, bill of lading, delivery receipt, purchase order, or other shipment related document issued by or on behalf of Customer, or on behalf of a shipper, consignor, consignee, or carrier, this document shall control, unless the conflicting document expressly states it controls and is signed by authorized representatives of both FSC MT and Customer.
- Binding Authority: The individual authorizing services by FSC MT and a transporting carrier is an authorized representative of Customer who has read and fully understands these terms and conditions. Customer warrants and represents that if it is not the owner of the cargo to be transported under these terms, Customer holds authority from such owner to bind the owner to these conditions.
- Non-Waiver of Rights: Broker's waiver of any Customer default or failure to enforce any term hereof shall not be construed as a waiver of either a subsequent or continuing default or a waiver of any term of these terms and conditions.
- Modification of Terms and Conditions: FSC MT reserves the right to amend, supplement or delete any or all of the foregoing terms and conditions at any time, without prior notice, and in its sole discretion.

REVISED AND EFFECTIVE AS OF August 5, 2024.