

TTI LOGISTICS, LLC TERMS AND CONDITIONS

Last Updated: April 1, 2025

THESE TERMS AND CONDITIONS, TOGETHER WITH ANY TERMS, CONDITIONS, AND DOCUMENTS EXPRESSLY INCORPORATED HEREIN, (COLLECTIVELY, THE “AGREEMENT”) GOVERN THE SERVICES OFFERED BY TTI LOGISTICS, LLC (“TTI”). AS USED IN THIS AGREEMENT, “YOU,” “YOUR,” AND “CUSTOMER” MEANS THE INDIVIDUAL WHO REQUESTS OR RECEIVES SERVICES PERFORMED BY TTI AND, AS APPLICABLE, THE ENTITY FOR WHOM SUCH INDIVIDUAL REPRESENTS AND HAS THE AUTHORITY TO BIND TO THIS AGREEMENT. TTI AND CUSTOMER MAY BE REFERRED TO HEREIN AFTER INDIVIDUALLY AS A “PARTY” AND COLLECTIVELY AS THE “PARTIES.”

PLEASE READ THE AGREEMENT CAREFULLY BEFORE YOU BEGIN OR CONTINUE TO USE THE SERVICES. BY UTILIZING THE SERVICES PROVIDED BY TTI, YOU: (I) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT; (II) AGREE TO BE BOUND BY AND SUBJECT TO THIS AGREEMENT; AND (III) AGREE THAT ANY CONTRACTS, BILLS OF LADING, WAYBILLS, RECEIPTS, TARIFFS, CIRCULARS, AND OTHER SHIPPING DOCUMENTS ISSUED BY TTI OR THIRD-PARTY SERVICE PROVIDERS APPLY TO THIS AGREEMENT TO THE EXTENT NOT IN CONFLICT WITH THIS AGREEMENT. PLEASE CONTACT YOUR SALES REPRESENTATIVE IF YOU HAVE CONCERNS WITH THIS AGREEMENT.

TTI RESERVES THE RIGHT TO AMEND AND UPDATE THIS AGREEMENT AT ANY TIME, IN ITS SOLE AND ABSOLUTE DISCRETION, BY POSTING A REVISED AGREEMENT ON TTI DELIVERS.COM (THE “SITE”). THIS AGREEMENT WAS LAST REVISED ON THE DATE PROVIDED ABOVE. IF YOU USE THE SITE OR RECEIVE SERVICES AFTER AN AMENDED AGREEMENT HAS BEEN POSTED, YOU WILL BE DEEMED TO HAVE AGREED TO SUCH AMENDED AGREEMENT.

Subject to the foregoing, and in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. Term. This Agreement shall commence on the date Customer accepts the Agreement or receives services from TTI, whichever occurs earlier, (the “Effective Date”) and shall continue thereafter in full force and effect unless terminated as provided herein (the “Term”).
2. Termination. Either Party has the right to terminate this Agreement at any time by serving written notice of not less than 30 days to that effect upon the other Party. Either Party may terminate the Agreement immediately (i) in event either Party violates any material provision of the Agreement and fails to cure such default within ten (10) days of written notice from the non-breaching Party of such default or (ii) either Party makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or becomes

subject to any proceeding under a bankruptcy or insolvency law, whether domestic or foreign, or has liquidated, voluntarily or otherwise.

3. Operating Authority. TTI is a duly licensed motor carrier and surface freight forwarder by the United States Department of Transportation (“USDOT”) and the Federal Motor Carrier Safety Administration (“FMCSA”) pursuant to USDOT Number 845799, Docket Number MC- 373969, and Docket Number FF- 59358. TTI shall maintain its operating authority for the Term and shall promptly notify Customer if its operating authority is revoked or suspended.

4. Services. During the term of this Agreement, TTI may, subject to its right to reject any service request in its sole and absolute discretion, perform motor carrier and freight forwarding services for the movement of Customer’s freight (“Cargo”) at Customer’s request, which may include arranging for third-party motor carrier (“Carrier”) services and other related services as TTI is authorized to provide, and as may be further described in a service schedule, confirmation, addendum, or other documentation, including electronic correspondence, issued by TTI and accepted by Customer (collectively, “Services”). The Parties acknowledge that TTI does not provide a guaranteed service and shall not be liable for fines, penalties, or other costs or expenses associated with missed or delayed pick-up or delivery. All Services are being provided as “contract carriage” within the meaning of 49 USC 13102(4)(B) and the Parties expressly waive, and TTI shall require all Carriers expressly waive, all rights and remedies available under 49 U.S.C., Subtitle IV, Part B as permitted by 49 USC 14101(b)(1) to the extent that such rights and remedies conflict with the terms of this Agreement.

5. Scope. This Agreement is intended to apply to all motor carriage, freight forwarding, and related services provided by TTI for the benefit of Customer as of the Effective Date. The Services shall be performed between points in: (i) the United States; and (ii) the United States and Canada. Customer is not restricted from tendering shipments to motor carriers and surface freight forwarders other than TTI. TTI is not restricted from providing its Services to parties other than Customer.

6. Bills of Lading. Each shipment accepted by TTI will be evidenced by a bill of lading or similar document and will be signed by TTI or the Carrier showing the kind and quantity of Cargo received at the origin point(s) specified. The bill of lading or similar document will be evidence of receipt of such Cargo in apparent good order and condition unless otherwise noted on the face of such form or TTI or the Carrier is provided a sealed trailer or otherwise unable to inspect the shipment. Upon delivery, TTI or the Carrier will obtain a delivery receipt signed by the consignee showing the kind, quantity, and condition of the Cargo delivered. Any terms and conditions in any bill of lading or similar document provided by Customer or the consignee will be null and void.

7. Lawful Freight. Customer represents and warrants that all Cargo it or its consignor tenders pursuant to this Agreement, and its acts and omissions incident to such tender, shall comply with all applicable laws, regulations, and ordinances, including, but not limited to, those related to the transportation of hazardous materials as defined in 49 CFR Parts 172 and 173 or dangerous goods as defined in the Canadian Transportation of Dangerous Goods Act, 1992 S.C. 1992 c. 34, and regulations enacted thereunder. Customer shall not tender to TTI any shipment which constitutes or contains hazardous materials, dangerous goods, or requires temperature control. Customer shall

defend, indemnify, and hold TTI and the Carriers harmless from any fines, penalties, or liability of any kind, including reasonable attorneys' fees, arising out of Customer's failure to comply with this provision.

8. Rates and Payment Terms. TTI shall invoice Customer for the rates and charges as agreed upon in a service schedule, confirmation, addendum, work order, or other documentation issued by TTI and accepted by Customer (collectively, "Confirmations"). If the Parties agree to rates and charges verbally which is not confirmed in writing or TTI offers the Customer an estimate, the Parties agree the rates and charges invoiced by TTI and paid by Customer shall be the agreed upon rates and charges. All invoices will be in US Dollars (USD) unless otherwise directed by TTI. Customer agrees to pay TTI in accordance with the rates and charges set forth in the applicable Confirmation without offset within thirty (30) days after the date of TTI's invoice.

9. Payment Disputes. The Parties agree to file overcharge, undercharge, and duplicate payment claims within one hundred eighty (180) days of the initial invoice date. Any such claim that is not made within the one hundred eighty (180) day period shall be deemed waived. All overcharge, undercharge, and duplicate payment claims shall be paid within thirty (30) days of the Parties' agreement on payment of such claim. Except as otherwise indicated, all overcharge, undercharge, and duplicate payment claims shall be processed in accordance with 49 CFR Part 378. Any civil action with respect to overcharges, undercharges, or duplicate payments must be filed by the impacted Party within eighteen (18) months of the date of delivery or, if delivery did not occur, when delivery reasonably should have occurred.

10. Customer Instructions. For Cargo requiring specialized treatment, such as fragile or temperature-sensitive Cargo, Customer represents and warrants that it will provide all relevant instructions regarding the transportation of such Cargo in writing prior to TTI's or the Carrier's receipt of such Cargo to allow TTI to perform the Services (collectively, "Customer Instructions"). TTI shall not be deemed to have accepted or received the Customer Instructions absent TTI's written acceptance or approval of the Customer Instructions. TTI shall not be liable for any loss, damage, or injury to Cargo resulting from the failure to comply with the Customer Instructions if Customer fails to provide the Customer Instructions or TTI did not accept or approve the Customer Instructions in writing.

11. TTI Representations. During the Term of this Agreement, TTI represents and warrants it:

A. Has, and will maintain during the Term of this Agreement, a surety bond or trust fund agreement as required by the FMCSA in the amount of \$75,000, or such greater amount which may be required, and furnish Customer with proof of the same upon request;

B. Has, and will maintain during the Term of this Agreement, a "Satisfactory" or "Unrated" safety rating issued by the FMCSA;

C. Will, and will require each Carrier it utilizes, to hold and maintain during the term of this Agreement, all required permits, licenses, operating authorities, and bonds required by applicable law, including, as applicable, the FMCSA and all other state, local, and foreign regulatory agencies;

D. Shall be solely responsible for exercising due diligence in selecting Carriers for the performance of this Agreement, which includes, but is not limited to: (i) verifying the Carrier's operating authority (state, federal, and foreign, as applicable); (ii) verifying the Carrier maintains the following insurance policies with reputable insurance providers and with coverage minimums not less than indicated: (1) \$1,000,000 for General Liability; (2) \$1,000,000 for Commercial Auto Liability; (3) \$100,000 for Motor Truck Cargo or Cargo Legal Liability; and (4) Statutory minimums for Workers' Compensation; (iii) verifying the Carrier does not have an "Unsatisfactory" or "Conditional" safety rating with the FMCSA or an equivalent rating with any state or foreign regulatory agency; (iv) executing a written contract with each Carrier (the "Carrier Contract"), which requires the Carrier to agree: (1) Carrier will perform its services in compliance with all applicable state, federal, and foreign safety regulations and security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances and alcohol testing, and hours of service regulations, federal and state labor regulations and OSHA; qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; all applicable insurance laws and regulations including but not limited to workers' compensation; (2) Carrier will provide the necessary equipment and qualified personnel to provide its services; (3) Carrier will not provide equipment which has been used to transport hazardous wastes; (4) Carrier will obtain a delivery receipt showing the kind and quantity of Cargo received from the Customer or consignor and delivered to the consignee or receiver and cause such receipt to be signed by the consignee or receiver; (5) Carrier will be promptly notify TTI of any overages, shortages, damages, or losses of Cargo; (6) Carrier will deliver Cargo consistent with delivery requirements and Customer Instructions, subject to a reasonable dispatch standard, and notify TTI of any expected delays; (7) Carrier will defend, indemnify, and hold harmless TTI, its affiliates and subsidiaries, and Customer, from any and all liabilities, fines, penalties, losses, causes of action, and costs, including reasonable attorneys' fees, caused by or arising from Carrier's performance under the Carrier Contract; and (8) Carrier waives any and all rights and remedies under Subtitle IV Part B of 49 USC to the extent such rights and remedies conflict with the terms and conditions of the Carrier Contract;

E. Shall require each Carrier to accept liability as a motor carrier under 49 USC 14706;

F. Shall require each Carrier to immediately notify TTI if Carrier receives an Unsatisfactory, Conditional, or equivalent safety rating, or if the Carrier's required operating authorities, licenses, permits, or insurance are or threatened to be revoked, suspended, or rendered inactive and TTI shall cease utilizing such Carrier until the Carrier is compliant with the requirements of the Carrier Contract and this Agreement;

G. To the extent Cargo is transported within the State of California, represents and warrants, and shall require each Carrier to represent and warrant, that: (i) all trailers, including both dry-van and refrigerated equipment, and vehicles which haul such trailers

are in compliance with the California Air Resources Board (CARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations; (ii) all refrigerated equipment is in full compliance with CARB Transportation Refrigeration Unit (TRU) Airborne Toxic Control Measure (ATCM) in-use regulations; and (iii) all TRUs are registered in CARB's Equipment Registration (ARBER) system;

H. Shall, and shall require each Carrier to waive any lien rights they may have with respect to the Cargo; and

I. Shall not, nor allow any Carrier to, re-broker, subcontract, assign, or interline any shipments without the prior written consent of TTI. The foregoing restriction shall not apply to TTI's use of a Carrier when operating as a freight forwarder.

12. Cargo Liability. TTI is liable for the actual loss of, damage to, or delay of Goods as a motor carrier or freight forwarder, as applicable, according to the provisions of 49 USC 14706 from the time the Cargo is tendered to TTI or the Carrier until delivery. TTI's maximum liability for loss of, damage to, or delay of Cargo shall be \$0.60 per pound per lost or damaged article up to a maximum liability of \$100,000 per shipment, unless a higher degree of liability is otherwise agreed in writing by TTI and Customer pays the corresponding declared value charges ("DV Charges"). DV charges are offered at a rate of \$0.95 per every \$100.00 of declared value and requires Customer to notify TTI in writing at least 24 hours in advance of pickup of such declared value. Any declared value will only apply to TTI if DV charges are paid by Customer. Declared Value is available on international shipments or noncontiguous U.S. territories and states but the rate may vary from \$.95 per every \$100.00 of declared value and requires Customer to notify TTI in writing at least 72 hours in advance of pickup of such declared value. Notwithstanding the foregoing or anything to the contrary herein, however, that TTI shall not be responsible for any loss, damage or injury resulting from Acts of God, the public enemy, authority of law, inherent vice or nature of the Goods, or the acts or omissions of Customer. Any shipments which are tendered to TTI or Carrier in a sealed trailer or where TTI or Carrier is otherwise unable to inspect the shipment shall be considered "Shipper's Load and Count" and neither TTI nor Carrier shall have any liability for losses, damages, overages, or shortages absent clear and convincing evidence of negligence on the part of TTI or Carrier, regardless of whether TTI or Carrier indicates "Shipper's Load and Count," "SL&C," or other such designation. If the consignee refuses the lading tendered by TTI or the Carrier or if TTI or the Carrier is unable to deliver the lading because of fault or mistake of Customer or the consignee, or if Customer advises and instructs TTI to stop movement of the lading and to hold it in transit, TTI's liability convert to that of a warehouseman. TTI shall, and will require the Carrier to, place the Cargo in a public storage facility, or another location reasonably directed by Customer, at Customer's expense.

13. Cargo Claims. TTI shall provide Customer with prompt notice of any loss, damage, or delay to Cargo. Customer must bring a claim for loss, damage, or delay to Cargo within nine (9) months from the date of loss, damage, or delay, which for purposes of this Agreement shall be determined by the delivery date or, in the event of non-delivery, the scheduled delivery date. Civil actions for loss, damage, or delay must be filed within two (2) years following the date on which TTI or its insurer provides written notice that it has disallowed any part of such claim. The

provisions contained in 49 CFR Part 370 govern the processing of claims for loss, damage, or delay to Cargo and the processing of salvage.

14. Salvage. Customer will be solely responsible for determining the salvageability of any damaged Cargo, subject to a reasonableness standard, and TTI shall be entitled to a corresponding salvage credit for any Cargo salvaged. TTI shall, and shall require its Carriers, not sell or attempt to sell Cargo for salvage or otherwise without Customer's prior written authorization. For any damaged Cargo which Customer permits TTI or Carrier to sell, Customer will have the right to remove all identifying marks and labels on such Cargo.

15. Insurance. TTI agrees to purchase and carry during the term of this Agreement, at its own cost and expense, policies of insurance with reputable insurance providers and with coverage minimums not less than indicated: (1) General Liability of \$1,000,000 per occurrence; (2) Automobile Liability of 1,000,000 per occurrence (when physically operating equipment); (3) Cargo Legal Liability of \$100,000 per occurrence or shipment; and (4) Workers Compensation not less than statutory minimums. TTI shall name Customer a Certificate Holder for these policies and will provide Customer with a copy of TTI's insurance certificate evidencing such coverages upon request.

16. Indemnification. Each Party (acting as an "Indemnifying Party") shall defend, indemnify, and hold harmless the other Party (acting as an "Indemnified Party") from and against any third-party claims for personal injury, property damage (excluding Cargo), or fines, including reasonable attorneys' fees, as a direct result of the Indemnifying Party's negligence or willful misconduct in their performance of this Agreement. The Indemnifying Party shall not be liable to the Indemnified Party for any claims to the extent arising out of the negligence or willful misconduct of the Indemnified Party. To the extent any loss in question arises from the joint negligence of the Parties, liability as between the Parties shall be determined on the basis of comparative negligence. Any settlement negotiated by the Indemnifying Party shall require a full and complete release of liability in favor the Indemnified Party. For the avoidance of doubt, Customer acknowledges that TTI shall not be liable, and will not indemnify Customer, for the negligence or willful misconduct of the Carriers.

17. Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) when delivered personally to the recipient, (b) one (1) day after being sent to the recipient by reputable overnight courier service (charges prepaid), (c) upon machine generated acknowledgment of receipt after transmittal by facsimile, or (d) five (5) days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid. Customer notices, demands, and other communications shall be sent to Customer's address on file with TTI and Customer may update their address upon notice to TTI consistent with this provision. TTI notices, demands, and other communications shall be sent to 1680 The Greens Way, Suite 100, Jacksonville Beach, FL 32250.

18. Confidentiality. Customer may be in or come into possession of information which TTI considers confidential, including, but not limited to, rates, lanes, service capabilities, capacity, and Carrier information, ("Confidential Information") and shall keep such information confidential.

Customer shall not disclose Confidential Information to any third party without the express written consent of TTI. Customer's confidentiality obligations shall apply for the Term of this Agreement and for two (2) years thereafter.

19. Severability. If any part of the Agreement is declared by a court to be invalid, such decision shall not affect the validity of any remaining portion of the Agreement.

20. Assignment. This Agreement may not be transferred, assigned, or pledged by Customer without the prior written consent of TTI. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their heirs, executors, administrators, successors, and assigns.

21. Independent Contractor. It is understood between Customer and TTI that TTI is not an agent for the Carrier or Customer and shall remain at all times an independent contractor.

22. Force Majeure. Neither Party shall be liable to the other for failure to perform any of its obligations under this Agreement during any time in which such performance is prevented by fire, flood, or other natural disaster, war, embargo, riot, civil disobedience, or the intervention of any government authority, or any other cause outside of the reasonable control of the impacted Party, provided that the Party so prevented uses its best efforts to perform under this Agreement and provided further, that such Party provide reasonable notice to the other Party of its inability to perform.

23. Entire Agreement. This Agreement, including any Confirmations, which are incorporated by reference herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any other agreement between the Parties (whether oral or written) with respect to the subject matter hereof is hereby terminated.

24. Governing Law; Disputes. This Agreement shall be deemed to be made in and in all respects shall be interpreted, construed, and governed by and in accordance with the laws of the State of Florida without regard to the conflict of law principles thereof. For any proper purpose arising out of or relating to this Agreement, each of the Parties hereto accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the Federal and State courts sitting in Duval County, Florida, and waives any defense of forum nonconveniens, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. In the event of a dispute arising out of this Agreement, the Parties shall provide each other with ten (10) days prior detailed written notice in which to "cure" any alleged default. If no "cure" is completed (or is not substantially in process), legal proceedings may be commenced not more than two (2) years from date of the last occurrence of default, in the federal or state courts serving Duval County, FL.

25. Waiver of Consequential Damages. TTI shall not be liable to Customer for consequential, special, indirect, exemplary, or punitive damages of any kind, including but not limited to, lost profits, lost sales, or damages due to business interruption, regardless of whether such damages were foreseeable, or TTI had notice of the possibility of such damages.