

FREIGHT SERVICES TERMS AND CONDITIONS

The Caliber Transport Group LLC (“Broker”) is in the business of arranging the transportation of freight via third-party motor carriers (“Carriers”) and Broker holds authority from the Federal Motor Carrier Safety Administration under Permit Number MC-1697770, to engage in operations as a transportation broker of general commodities in interstate or foreign commerce. You (“You” or “Shipper”)¹ understand and acknowledge that (1) Broker is not a motor carrier, (2) Broker is a broker that arranges for the transportation of freight via Carriers, and (3) Broker intends to engage and contract with one or more Carriers for purposes of satisfying obligations under these Terms and Conditions.

By tendering freight to Broker, You agree to be bound by these Terms and Conditions, except as may be set forth in a contract signed by You and Broker. In the event of a conflict between these Terms and Conditions and signed contract, the signed contract shall control.

You and Broker agree to these Terms and Conditions in accordance with 49 U.S.C. § 14101(b)(1) and expressly waive any and all rights and remedies that each may have under Title 49 to the extent such rights and remedies conflict with these Terms and Conditions.

1. **SERVICE.** Broker agrees to arrange for transportation of your freight (“Shipments”) in compliance with all federal, state and local laws and regulations. Broker’s responsibility is limited to arranging for, but not actually performing, transportation of Shipments.
2. **NO EXCLUSIVITY.** You are not restricted from tendering freight to other brokers, freight forwarders, third-party logistics providers, or directly to motor carriers. Broker is not restricted from arranging transportation of freight for other parties.
3. **YOUR RESPONSIBILITIES.**
 - a. Compliance with Applicable Laws. You and all goods tendered or deposited pursuant to this Agreement must comply at all times with the laws, rules, regulations, conventions, and practices applicable in the countries in or through which the transportation services will be provided.
 - b. Shipper Written Instructions.
 - i. You must provide necessary shipping instructions and properly identify all Shipments in the bill of lading or other shipping instructions. You will not tender any restricted commodities including, but not limited to, hazardous materials and waste, oversize or overweight shipments, coiled or rolled products, or commodities requiring protection from heat or cold, without properly identifying such shipments and making necessary prior arrangements for transportation, including but not limited to securing a quote for a higher transportation charge for the additional service(s) requested.
 - ii. At the time of booking, and prior to loading the Shipments, You must further specify in the booking request and on the face of the bill of lading any and all instructions to be followed by the Carrier when transporting the

¹ “You” or “Your” shall include your agents, suppliers, business partners, subcontractors, or anyone else working with you on each shipment.

Shipments (“Written Instructions”). Broker will assist You in providing any Written Instructions to the Carrier transporting your Shipments.

c. Cargo Loading and Securement.

- i. You are responsible for ensuring that all personal items are removed from the vehicle/Shipments (including, but not limited to, wallets, jewelry, sunglasses, etc.). Broker and its Carrier are not liable for any loss or damage to personal items left in vehicle(s)/Shipments..

You must reject any equipment that is not in appropriate condition to protect and preserve the Shipments during transportation, or it shall be deemed appropriate when loaded and not rejected. Your failure to fulfill the obligations under this section will be considered an act or default of the Shipper, and a defense to any cargo claim resulting from the condition of the trailer.

- d. Mitigating Damages. None of the provisions in these Terms and Conditions in any way limits your obligation to mitigate damages, including by salvaging all portions of a Shipment for which there is a secondary market.

4. BROKER’S RESPONSIBILITIES.

- a. Broker will select Carriers by:
 - i. Verifying the Carrier’s operating authority (state or federal, as necessary), and,
 - ii. Verifying the Carrier’s insurance coverage, as evidenced by a certificate of insurance showing coverage of at least:
 1. \$1,000,000 per occurrence for Auto Liability.
 2. \$100,000 per occurrence for Motor Truck Cargo Liability.
 3. Statutory limits for Workers Compensation.
- b. Broker will require by written contract, that each Carrier providing transportation services agree that it is duly and legally licensed under applicable state, provincial and federal law to provide transportation services, that it does not have an unsatisfactory safety rating issued by the United States Department of Transportation, or any state or provincial authority with jurisdiction over its operations, and that it will comply with all applicable federal, state, provincial and local laws.

5. RECEIPTS AND BILLS OF LADING.

- a. If requested by You, Broker agrees to provide You with proof of acceptance and delivery of Shipments in the form of a signed bill of lading or proof of delivery via US Mail, courier, or electronically by fax or email. Your insertion of Broker’s name on the bill of lading will be for your convenience only and will not change Broker’s status as a property broker. The terms and conditions of any freight documentation used by You or Carrier will not supplement, alter, or modify these Terms and Conditions. Failure to provide proof of delivery shall not be grounds for non-payment where there is no dispute that a Shipment was successfully delivered.
- b. You or Your customer/consignee must thoroughly inspect the Shipment upon Carrier’s arrival at destination, note any damage, and report the same to Broker at the time of delivery. Broker and its Carrier shall not be liable for any damage that

is not noted and reported to Broker at the time of delivery, unless such damage is not reasonably observable (“Concealed Damage”). Concealed Damage claims must be filed no later than five (5) days after delivery or any such claims shall be waived.

6. **PAYMENTS.** Broker will invoice You for its services in accordance with the rates, charges and provisions set forth herein, and any written supplements or revisions that are mutually agreed to between the Parties in writing. If rates are negotiated between the Parties and not otherwise confirmed in writing, such rates will be considered “written,” and will be binding, upon Broker’s invoice to You and your payment to Broker. You agree to pay Broker’s invoice within thirty (30) days of invoice date without deduction or setoff.

7. **CLAIMS**

- a. **Cargo Claims.** Broker is a broker, not a motor carrier or freight forwarder, and has no liability for loss of or damage to Shipments. Broker shall require Carrier to assume the liability of a motor carrier (i.e. Carmack Amendment liability) for loss of or damage to the Shipments while in transit and may contractually agree to limit carrier liability to \$25,000 per Shipment, or any larger sum agreed on between Broker and Carrier. Broker liability, if applicable, shall not exceed this sum. You must file claims for cargo loss or damage with Broker within six (6) months from the delivery date (or, in the event of non-delivery, the anticipated delivery date), or with Carrier within nine (9) months from the delivery date (or, in the event of non-delivery, the anticipated delivery date). You must file any civil action against Carrier in a court of law within two (2) years from the date Carrier or Broker provides written notice to You that any part of the claim is disallowed. Upon request, Broker will assist You in the filing and/or processing of claims with Carrier (contact claims@calibertransportgroup.com). If payment of a claim is made by Broker to You, You automatically assign your right and interest in the claim to Broker. In no event will Broker or Carrier be liable to You or any other party for special, indirect, incidental, consequential, or punitive damages for any reason whatsoever.
- b. **All Other Claims.** The Parties shall notify each other of all known material details of any claims within sixty (60) days of receiving notice of any claims other than cargo loss or damage claims and shall update each other promptly thereafter as more information becomes available. Civil actions must be commenced within two (2) years from the date either party provides written notice to the other Party of such a claim.
8. **INSURANCE.** Broker agrees to procure and maintain all insurance required by law.
9. **SURETY BOND.** Broker shall maintain a surety bond or trust fund agreement as required by the Federal Motor Carrier Safety Administration (“FMCSA”), in the amount of at least \$75,000, or as otherwise required by the FMCSA, and will furnish You with proof of its bond or trust fund agreement upon request.
10. **[RESERVED]**
11. **INDEMNIFICATION.** You must defend, indemnify, and hold Broker, Broker’s employees and agents and Carriers harmless, including reasonable attorney fees, against any losses caused by or resulting from (i) your or your employees’ or agents’ negligence or intentional misconduct, (ii) your breach of these Terms and Conditions, or (iii) your or your employees’ or agents’ violation of applicable laws or regulations. You must also indemnify Broker from any attempts to recover from Broker by your insurance carrier or

any other party. The obligation to defend includes payment of all reasonable costs of defense, together with all reasonable attorney fees, as they accrue.

12. **[RESERVED]**

13. **SEVERABILITY/SURVIVABILITY.** In the event that the operation of any portion of these Terms and Conditions results in a violation of any law, or any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the Parties agree that such portion or provision shall be severable and that the remaining provisions shall continue in full force and effect.

14. **INDEPENDENT CONTRACTOR.** It is understood between Broker and You that Broker is not an agent for Carrier or You, and shall remain at all times an independent contractor. You do not exercise or retain any control or supervision over Broker, its operations, employees, or Carrier. Broker does not exercise or retain any control or supervision over Carrier, its operations, employees or you.

15. **NONWAIVER.** Failure of either Party to insist upon performance of any of the terms, conditions or provisions of these Terms and Conditions, or to exercise any right or privilege herein, or the waiver of any breach of any of the terms, conditions, or provisions of these Terms and Conditions, shall not be construed as thereafter waiving any such terms, conditions, provisions, rights or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

16. **NOTICES.** Unless the Parties notify each other in writing of a change of address, any and all notices required or permitted to be given under these Terms and Conditions shall be made in writing and shall be delivered via fax with machine imprint on paper acknowledging successful transmission or email with confirmed receipt) and shall be effective when so delivered.

17. **FORCE MAJEURE.** Neither Party shall be liable to the other for failure to perform any of its obligations under these Terms and Conditions during any time in which such performance is prevented by fire, flood, or other natural disaster, war, pandemic, embargo, riot, civil disobedience, or the intervention of any government authority, or any other cause outside of the reasonable control of You or Broker, provided that the Party so prevented uses its best efforts to perform under these Terms and Conditions and provided further, that such Party provide reasonable notice to the other Party of such inability to perform. Performance requirements are extended by the amount of the delay except for payment obligations.

18. **CHOICE OF LAW AND VENUE.** All questions concerning the construction, interpretation, validity and enforceability of these Terms and Conditions, whether in a court of law or in arbitration, shall be governed by and construed and enforced in accordance with the federal laws regarding transportation, where applicable, and otherwise by the laws of the State of Nevada, without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply. The Parties agree to jurisdiction and venue in the state or federal courts of the State of Nevada.

19. **CONFIDENTIALITY.** Other than as required to comply with the law or legal process requiring disclosure, the Parties agree to the following:

- a. The Parties shall not publish, use or disclose the contents or existence of these Terms and Conditions except as necessary to conduct their operations pursuant to these Terms and Conditions. Broker will require Carrier and/or other brokers to comply with this confidentiality clause.

- b. In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as confidential, and shall not be disclosed or used for any reason without prior written consent. You specifically waive any rights You may have under 49 CFR Section § 371.3.
- c. In the event of a violation of this Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of these Terms and Conditions in which case the non-prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.