# STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions (the "**T&C's**") govern the Client's acquisition and use of the Services offered by ProTrans International, LLC or one of its Affiliates (collectively, the "**Service Provider**"). By signing the Master Services Agreement ("**Agreement**"), you accept the terms of the T&C's and agree to be bound by them for so long as you use the Services.

1. **Definitions**

   1.1. **Authority"** means any duly constituted legal or administrative body or regulatory body, that exercises jurisdiction or authority within any nation, state, municipality, port, or airport.

   1.2. "**Bill of Lading**" means that each shipment hereunder shall be evidenced by and subject to the terms, conditions and provisions of a Bill of Lading ("**BOL**") or other proof of delivery receipt. In the event of a conflict between the terms, conditions and provisions of such Bill of Lading or receipts and this Agreement, the terms, conditions and provisions of this Agreement shall govern.

   1.3. "**Cargo**" means any shipment of Goods bearing a valid delivery label and Bill of Lading that is managed through Service Provider's network.

   1.4. "**Client**" means the legal entity which is listed in Section 2 of the Agreement.

   1.5. "**Client's Information Systems**" means back-office and/or front-office systems and software owned or licensed by Client that are used by Client for business management purposes including, without limitation, order entry, inventory and receiving, accounting, warehouse management, data reporting, fulfillment and customer service.

   1.6. "**Dangerous Goods"** includes Goods that are or may become dangerous, hazardous, noxious, toxic, explosive, inflammable, or radioactive; Goods likely to damage, taint or adversely affect other Goods; Goods likely to cause contamination; or Goods such that (a) hazardous shipping papers are required under CFR49, ORM-D, (b) IATA Dangerous Goods Requirements will apply, (c) are prescription drugs or other controlled substances or regulated Goods, and (d) pest or mold infested or otherwise unsanitary conditions that are capable of infecting or infesting other areas, Goods, or Cargo.

   1.7. "**Goods**" means the whole or any part of the Cargo, packaging, and any Transport Unit accepted from Client in connection with the Services.

   1.8. "**Intellectual Property**" means any and all rights arising in the US or any other jurisdiction throughout the world in and to (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and works of authorship (whether copyrightable or not), including computer programs, mask works, and rights in data and databases, (d) trade secrets, know-how, and other confidential or proprietary information, code, ideas, inventions, algorithms, know-how, methods and techniques incorporated or associated therewith, and any other technology, software (in object and source code form), XML schemas, hardware, tools, models, utilities, methodologies, programs, systems, analysis frameworks, processes, as well as any derivatives, modifications and extensions thereof and (e) all other intellectual property, in each case whether registered or unregistered, and including all registrations and applications for such rights and renewals or extensions thereof, and all similar or equivalent rights or forms of protection in any part of the world.

   1.9. "**Processing Center**" means a facility identified by Service Provider where Services are performs ("**Processing Center**") where the Cargo will be scanned, sorted, weighed, consolidated, and prepared for further shipment. Consolidated shipments of Cargo will then be manifested and delivered to the appropriate Client location.

   1.10. "**Services**" means the services purchased by the Client and provided by the Service Provider as set forth in the respective SOW.

   1.11. "**Service Provider's Systems**" means Service Provider's APIs, proprietary logistics management system, including logistics capabilities, a proprietary technology and all other Intellectual Property relating to the Services.

   1.12. "**Specifications**" means those design and technical requirements necessary for integrating Client's Information Systems and Service Provider's Systems to enable the exchange of data as contemplated herein.

   1.13. "**Transaction**" means the completion of any one of the tasks for which a fee may be charged in connection with the Services.

   1.14. "**Unlawful Goods**" includes Goods that (i) are intended to be used in the design, development, or production of nuclear, chemical, or biological weapons (ii) are subject to trade controls or sanctions in their country of origin, passage, or destination, (iii) contain contraband or prohibited items or any item that infringes or may infringe intellectual property or other rights of any Person, or (iv) any other Goods that may be subject to detention by Authorities.

   1.15. "**Valuable Goods**" means any Goods of a valuable nature, including without limitation: bullion, bank notes, cash money, coins, drafts, credit cards, documents or papers of value of all kinds, articles or materials containing information or data of value in any form, precious stones, jewelry, antiques, or works of art.

2. **Fees For Services**.

   2.1. _Fees_. The fees ("**Fees**") and invoicing procedures for the Services will be set forth in the SOW.

   2.2. _Set-Off_. Client agrees that, in addition to, and without limitation of, any claim, repayment obligation, lien, or other right under the Agreement or any other agreement, Service Provider may otherwise have, Service Provider is entitled, at its option, to the fullest extent permitted by law, to set off and apply any indebtedness that is not paid when due, held by it for the credit or account of Client, in U.S. Dollars or in any other currency, against any amount otherwise payable from Service Provider to Client or any of Client's Affiliates..

   2.3. _Equipment:_ Client shall be liable for any loss or damage to equipment while such equipment is in the Client's possession. This includes damage or loss incurred on any trailers dropped at a Client or Clients' supplier location or a trailer being used for delivery of the Client's material to the consignee.

3. **Taxes**. In addition to the fees set forth the SOW, Client shall pay all taxes, duties and levies of any governmental Authority (other than taxes on Service Provider's net income), imposed upon the provision of the Services, if any. If Client claims exemption, it must provide Service Provider with documentation supporting such exemption.

4. **General Representations and Warranties.**

   4.1. Each of Client and Service Provider represents and warrants that: (a) it will comply with all applicable laws rules and regulations, (b) it has the full right, power and Authority to execute the Agreement, perform its

obligations hereunder and to consummate the transaction contemplated hereunder, (c) it shall not knowingly provide to the other party any software, code or other such information that contain code or programming routines that contain destructive properties or that are intended to damage any system or data of the other party or infringe upon, use or misappropriate any Service Provider Owned Property (defined below) or access or use Service Provider's Systems without explicit permission at any time, (d) the execution and delivery of the Agreement does not, and the consummation of the transactions contemplated hereunder will not result in a breach or infringement of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any consent of any person pursuant to, any contract or agreement to which Client is a party or by which any of its properties may be bound and (e) the execution and delivery of the Agreement does not, and the consummation of the transactions contemplated hereunder will not, require any consent, approval, authorization or permit of, or filing with, or notification to, any governmental or regulatory Authority.

4.2. Client represents and warrants that: (a) the Goods may be carried, and the Goods do not require Service Provider to obtain any specific license or permit for transportation, storage, import, or export and, to the extent required by applicable law or regulation, the Client has obtained all necessary export, and/or import licenses or permits, and Client understands Service Provider is not an agent and has no Authority for determining export licensing requirements or obtaining licensing Authority, (b) the transportation, storage, import, or export of the Goods by Service Provider, as applicable, is not prohibited by any applicable law or regulation, including comprehensive economic or trade sanctions maintained by the United States, the European Union, the United Nations, Mexico, Canada, the country of origin, or the country of destination and Client is authorized to do business in the United States of America and Client shall immediately notify Service Provider of any investigation, proceeding, or notice received by Client that would impair such authorization or would cause any Goods Client has tendered to Service Provider to be in violation of the laws of the United States of America, (c) no Goods tendered for any Services are Unlawful Goods, and neither the Goods nor any component thereof are intended to be used in the design, development, or Cargoion of nuclear, chemical,

or biological weapons, and neither Client, nor any party with whom Client trades, is a party identified on the United States Department of Commerce Denied Persons List or Entity List, the United States Department of Treasury's Specially Designated Nationals List, the United States Department of State Debarred Parties List, European Union Sanction List, or any list of prohibited, denied, or blocked parties maintained by any country, territory, or other Authority, (d) Client shall review all documents and declarations prepared or filed with any Authority, and will immediately advise Service Provider of any errors, discrepancies, incorrect statements, or omissions on any declaration or submission, (e) Client shall ensure the accuracy of and shall timely provide all necessary information for the BOL and/or Carta Porta, (f) except where Service Provider has agreed in writing to accept responsibility for the preparation, packing, stowage, labeling or marking of the Goods, Client warrants that all Goods have been properly and sufficiently prepared, packed, stowed, labeled and marked, and that the preparation, packing, stowage, labeling and marking are appropriate to withstand the ordinary risks of handling, storage and carriage, (g) no Cargo delivered to Service Provider are counterfeit Goods or Goods that otherwise violate trademarks or other Intellectual Property rights held by third party owners of such trademarks or rights, and (h) that all Cargo transported in accordance with this Agreement does not, and will not, contain (i) hazardous materials such that hazardous shipping papers are required under CFR 49, ORM-D, DOT, or other applicable laws, rules or regulations, (ii) Dangerous Goods such that IATA Dangerous Goods Regulations would apply, (iii) prescription drugs or other controlled substances or regulated Goods, (iv) pest or mold infested or otherwise unsanitary conditions that are capable of infecting or infesting other areas, Goods or Cargo, or (v) items the transport, storage or receipt of which by the recipient would violate domestic or international law.

Client shall immediately notify Service Provider with the pertinent facts if Client knows or should have known that it has furnished any Cargo described above to Service Provider. In addition to any other representations and warranties made by Client.

5. **Termination**.

5.1. Service Provider or Client may terminate an SOW immediately in the event: (i) the other Party becomes insolvent or unable to pay debts as they mature, files for bankruptcy or makes an assignment for the benefit of

creditors, (ii) the other Party is dissolved or liquidated, (iii) the other Party breaches a material term of the SOW, and such breach is not cured within thirty (30) days of the date of written notice, (iv) there is a change in any applicable law, or an interpretation by any regulatory Authority regarding the laws and/or operating requirements applicable to a Party's business, and either of which has a material adverse effect on the operation of said Party's business (but only if so terminating by said Party will alleviate said effect), or (v) that an Authority so requires or instructs a Party to terminate or suspend Services to the other Party.

5.2. Upon expiration or termination of the Agreement for any reason: (a) all licenses granted under the Agreement shall terminate immediately; (b) each party promptly will cease all use of the other party's Confidential Information and Intellectual Property (including the Service Provider Systems or Client Systems), and certify its compliance with this requirement; and (c) all of Client's payment obligations will become immediately due and payable. Neither party will incur any liability for any damage, loss or expense of any kind suffered or incurred by the other arising from or incident to any termination of the Agreement which complies with the terms of the Agreement, whether or not the terminating party is aware of any such damage, loss or expense.

6. **Confidentiality**.

6.1. Each Party may disclose (the "**Disclosing Party**") to the other (the "**Receiving Party**") certain information, collectively "**Confidential Information**" (including without limitation any disclosures made during evaluation of the business relationship which is the subject of the Agreement if not governed by a separate agreement), in writing, orally or by inspection of tangible objects. By way of example and not limitation, Confidential Information includes documents (including this the Agreement and any pricing thereunder), electronic files, prototypes, software, financial and other business information, Client lists, inventory condition or quantity, warehouse or processing facility condition, location or systems, research and development, business activities and plans, Cargo, Services, employee lists and turnover, and technical knowledge, whether such information is owned by the Disclosing Party or any affiliate or third party. ALL CONFIDENTIAL INFORMATION IS PROVIDED 'AS IS' UNLESS OTHERWISE PROVIDED BY THIS AGREEMENT. Confidential Information does not include any information which (i) was publicly known and generally available prior to the

time of disclosure by the Disclosing Party, (ii) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party, (iii) is already in the possession of the Receiving Party at the time of disclosure by the Disclosing Party and not governed by a separate agreement, (iv) is obtained by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality, or (v) is required by a judicial or regulatory order or subpoena to be disclosed by the receiving Party, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement prior to such disclosure and reasonably cooperates with the Disclosing Party's efforts to legally challenge the requirement, restrict the scope of required disclosure, or protect the information from public disclosure. For the avoidance of doubt, non-personally identifiable data, including, for example, utilization rates and weight and zone statistics that Service Provider collects is not considered Confidential Information of Client. The obligations of each Receiving Party with respect to Disclosing Party's Confidential Information hereunder shall survive until such time as all Confidential Information of the disclosing Party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the Receiving Party.

6.2. **Non-use and Non-disclosure; Maintenance of Confidentiality**. Each Party agrees not to (a) use any Confidential Information of the other Party for any purpose except to fulfill its obligations under the Agreement or (b) disclose any Confidential Information of the other Party to third parties or to such Party's employees, except to those employees, consultants, and advisors of the receiving Party who are required to have the information for an allowable purpose set forth in this Section. Except to the limited extent as is permitted by law notwithstanding contractual prohibition, neither Party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other Party's Confidential Information, and which are provided to the Party hereunder. Neither Party shall make any copies of the Confidential Information of the other Party except as necessary for the purposes set forth in this Section. The obligations of each receiving Party with respect to disclosing Party's Confidential Information hereunder shall survive until such time as all Confidential Information of the disclosing Party disclosed hereunder becomes publicly known and made generally available through no action

or inaction of the receiving Party. Each Party agrees that any violation or threatened violation of confidentiality obligations by a Party may cause irreparable injury to the other Party, entitling the other Party to seek injunctive relief in addition to available legal remedies. To the extent any term of this Section conflicts with another provision of this Agreement pertaining to Client information or other terms governing specific information or data, the latter shall prevail.

7. **Ownership and Licenses.**
   7.1. As between the parties, Client owns any and all rights, title and interest in and to Client Confidential Information, Client's Intellectual Property, and Client's Information Systems (the "***Client Owned Property***"), and Service Provider owns any and all rights, title and interest in and to the Specifications, Service Provider's Systems and Service Provider's Intellectual Property, and any inventions, discoveries, designs, methods, trade secrets, works-of-authorship, ideas or information made or conceived or reduced to practice by the parties related thereto, including, without limitation, all associated intellectual property and other proprietary rights embodied in or arising from any of the foregoing or from custom solutions created in connection with the Agreement (the "***Service Provider Owned Property***"). Nothing in the Agreement or these T&C's will be deemed to grant, by implication, estoppel or otherwise, a license of each party's Intellectual Property, other than the limited licenses granted herein. For the avoidance of doubt, if Client desires for a contractor, vendor or any other third-party to access Service Provider Owned Property in connection with its receipt of Services, such third-party must agree in writing to be bound by Service Provider's terms and conditions with respect to such access. Nothing herein will be deemed to grant, by implication, estoppel or otherwise, Client any rights to sublicense, share, or otherwise make available Service Provider Owned Property to any third-party, including vendors of Client.

   7.2. Each of Client Owned Property and Service Provider Owned Property may be referred to herein as "***Owned Property***". In connection with the performance of the Services, each party may need to use portions of the other party's Owned Property. Accordingly, subject to the terms and conditions of the Agreement and these T&C's, during the term of the Agreement, each party grants to the other party a limited, non-exclusive, non-transferable, world-wide, royalty-free right to use such limited portion of the Owned Property solely to the

extent necessary to comply with its obligations under the Agreement.

   7.3. In the event that Client uses a third party to access or otherwise grants access to any third party to any Service Provider Owned Property, in the absence of an agreement between Service Provider and such third party, Client shall be liable for any damages caused, or otherwise caused by access to, to Service Provider Owned Property by such third party.

   7.4. Service Provider may from time to time improve aspects of Service Provider's Systems. Service Provider will provide Client with relevant technical details reasonably in advance of improvements that might impact communications between Service Provider's Systems and Client's Information Systems. Service Provider will be responsible for all changes, updates and/or maintenance of Service Provider's Systems. Any professional services required to update Client's Information Systems as a result of Service Provider's changes and/or updates and maintenance of Service Provider's Systems will be Client's responsibility. Client agrees to, at its own expense, create and maintain such modifications to Client's Information Systems as are necessary to produce labels that comply with the then current requirements.

8. **Warranty - Disclaimer**. EXCEPT AS SET FORTH HEREIN THE SERVICE PROVIDER DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR ACCURACY WITH RESPECT TO THE SERVICES OR SERVICE PROVIDER'S SYSTEMS, AS WELL AS ANY WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, USAGE OR TRADE PRACTICE. SERVICE PROVIDER DOES NOT REPRESENT THAT THE OPERATION OR CLIENT'S USE OF THE SERVICE PROVIDER'S SYSTEMS WILL BE UNINTERRUPTED, ERROR-FREE OR THAT IT IS NOT SUSCEPTIBLE TO INTRUSION, ATTACK OR COMPUTER VIRUS INFECTION.

9. **LIMITATION OF LIABILITY**. EACH PARTY'S LIABILITY TO THE OTHER FOR ALL DAMAGES AND INDEMNITY OF ANY KIND ARISING UNDER OR RELATING TO THE AGREEMENT (I) IS LIMITED SOLELY TO DIRECT DAMAGES AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, SUCH AS, FOR EXAMPLE, LOSS OF SALES, GOODWILL, PROFITS OR REVENUES, OR OTHER SIMILAR DAMAGES, EVEN IF IT HAS BEEN ADVISED OF

THE POSSIBILITY OF SUCH DAMAGES AND (II) LIABILITY IS CAPPED SUCH THAT THE CUMULATIVE LIABILITY IN RESPECT OF ANY AND ALL CLAIMS SHALL NOT EXCEED THE LESSER OF (x) AMOUNTS PAID BY CLIENT TO SERVICE PROVIDER UNDER THE AGREEMENT FOR THE SERVICE THAT FORMS THE BASIS OF THE CLAIM FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF SUCH CLAIM OR (y) $250,000.00 (USD). IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS OF LIABILITY SPECIFIED HEREIN AND ELSEWHERE IN THE AGREEMENT OR THESE T&C'S SHALL BE ENFORCED AS WRITTEN, BUT OTHERWISE TO THE MAXIMUM EXTENT ALLOWABLE BY LAW. THE FOREGOING LIMITATIONS WILL NOT APPLY TO (i) ANY CLAIMS FOR PERSONAL INJURY OR DEATH; (ii) ANY CLAIMS BASED UPON A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (iii) ANY CLAIMS BASED ON A WILLFUL VIOLATION OF EITHER PARTY'S PROPRIETARY RIGHTS; (iv) EITHER PARTY'S BREACH OF ITS OBLIGATIONS UNDER CONFIDENTIALITY SECTION; (v) ANY CLAIMS FOR INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS; OR (vi) CLIENT'S INDEMNIFICATION OBLIGATIONS AND ANY LIABILITY ARISING THEREUNDER. FOR PURPOSES OF CLARIFICATION, IN NO EVENT WILL AMOUNTS DUE AND PAYABLE TO SERVICE PROVIDER UNDER THE AGREEMENT BE DEEMED SUBJECT TO THE LIMITATIONS SET FORTH IN THIS SECTION.

10. **Indemnification**. Client shall indemnify, defend and hold harmless Service Provider and its affiliated and controlling entities, and the directors, employees, officers, agents, subcontractors, licensors and suppliers of each of them from and against all third party liabilities, claims, suits, demands, actions, fines, damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with: (a) the design, manufacture, packaging, marketing, use, storage, importation, customs clearance, transportation or sale of any Cargo or Client's instructions regarding such Cargo; (b) claims of infringement or other violation of a third-party's Intellectual Property rights; (c) any alleged or actual violations of laws, rules or regulations applicable to Client or any Cargo, and (d) any alleged or actual breach of Client's representations and warranties in Section 4.2.

Service Provider's sole liability under the Agreement arising out of or in connection with any Cargo shall be subject to loss claims Section 11.

11. **Loss Claims**
    "**Loss Claim**" means a claim by Client related to Cargo received by Service Provider or a Service Provider agent that is damaged or lost while in the control of Service Provider or its agent.

"**Loss Claim Notice**" means a formal written notice from Client to Service Provider's Loss Claims manager containing (a) written facts sufficient to identify the Loss Claim, which at a minimum should include the relevant Cargo ID Number, Invoice Number, BOL, Claim Reason and Client Zip Code, and (b) the Loss Claim Value, along with relevant and sufficient supporting documentation establishing such Loss Claim Value.

Unless otherwise specified in an SOW, Service Provider does not guarantee and shall not be liable for any specific transit times or delays in transit of Cargo.

Furthermore, Service Provider is not liable for damage or loss occurring outside the U.S.A. borders.

**11.1 LOSS CLAIMS - CONSOL DOMESTIC US ONLY**

11.1.1. Loss Claims that are approved for payment will be credited by Service Provider against the then-current amount due from Client. Loss Claims will be processed as set forth in this Section. Service Provider may withhold Loss Claim payments if Client is not then in compliance with the payment terms.

11.1.2. Service Provider accepts liability for Cargo once received at a Processing Center or by an agent designated by Service Provider until such time as released to the Client or Client's agent; provided, Client hereby waives all rights to submit any claim with respect to a Cargo to the extent the damage or loss was caused by the acts or omissions of Client (or its agents suppliers or employees), or by the criminal acts or other willful misconduct of any third party, including but not limited to errors by customs broker.

11.1.3. Receipt of Cargo at a Processing Center is entered and recorded through the scan of a label barcode and subsequent storage in the Service Provider System. For purposes of a Loss Claim, a shipment BOL or scan of an entire shipment, container or truckload by Service Provider or a Client shall not be considered receipt by Service Provider of, and no Loss Claim may be filed respect to, any particular Goods contained in such shipment and any such Goods shall not be considered scanned for induction and possession until individually scanned. In order to pursue a Loss Claim, Client must file a complete written Loss Claim Notice with Service Provider not sooner than 14 days and not later than 30 days of the date that the Cargo

was received at a Processing Center, or the corresponding invoice was delivered to Client and Client shall comply with Service Provider's formal process for submitting and documenting Loss Claims. Loss Claims below $100.00 (USD) will not be processed or reviewed. Client waives any right to collect on a late-filed or non-compliant Loss Claim Notice. Upon receipt of a Loss Claim Notice, Service Provider will timely acknowledge and promptly investigate each Loss Claim. Within 30 business days after receipt of the Loss Claim Notice, Service Provider will pay, decline, settle or extend the timeframe as needed and request additional information necessary to resolve each completed and properly filed Loss Claim Notice. Settled claims will be credited against Client's balance. At no point in the provision of Services will Service Provider be deemed to have taken "title" to the Cargo or Goods.

11.1.4. "**Loss Claim Value**" means Client's actual wholesale cost for all Goods contained in the Cargo that is the subject of the applicable Loss Claim (not to exceed $5.00 per pound or $100,000.00 per truckload per Client, whichever is less).

11.2. <u>**Loss Claims – Expedites (if Applicable)**</u>

https://www.toclogistics.com/wp-content/uploads/2021/10/TOC-Logistics-International-LLC-Terms-Conditions-of-Service.pdf

11.3. <u>**Loss Claims – Intra-Mexico (if applicable)**</u>

The Parties hereby agree that all services involving point of origin and destination within Mexican territory ("Intra-Mexico Services") will be provided by ProTrans de Mexico, S. de R.L. de C.V. (hereinafter referred to as "PTM") a Mexican subsidiary of ProTrans International. Service Provider hereby represents that it has the authority to bind PTM to this Agreement and that PTM is a logistics provider duly incorporated and authorized in Mexico. The Parties hereby acknowledge that PTM shall act exclusively as a transportation administrator for Intra-Mexico Services with the understanding that PTM is not a transportation provider, and it is not a licensed carrier. Therefore, PTM shall engage and hire the services of Mexican motor carriers duly authorized by the Ministry of Communications and Transportation according to applicable Mexican law.

Notwithstanding any provisions to the contrary established in this Agreement, all Intra-Mexico Services provided by PTM shall be subject to the limit of liability of the amount equivalent to fifteen (15) days of the then current minimum wage for the Federal District per ton of cargo or the proportionate part thereof for shipments of lesser weight, pursuant to the provisions of article 66 of the Federal Roads, Bridges and Transportation Law of Mexico.

12. **Nature of Relationship**. The relationship between Service Provider and Client shall be strictly that of independent contractors, and neither Service Provider nor Client shall be, or be deemed to be agents, parties to a joint venture, or partners of one another.

13. **Insurance**. Service Provider shall at all times during the term of the Agreement maintain commercially reasonable insurance for loss from property damage, bodily injury, death, and workers' compensation claims appropriate to the Services provided.

Client shall be solely and exclusively responsible for obtaining, for the duration of this Agreement, those extended coverage insurance policies as may be necessary in order to protect its Goods and/or merchandise against losses and/or total or partial damages which may occur over the limits defined above, either while the Goods and/or merchandise remain in Service Provider's custody for distribution or to protect Goods and/or merchandise being transported by the designated carrier to any other point to which the Goods and/or merchandise have been sent.

14. **Reference & Marketing**. Client agrees that Service Provider can use (a) Client's name in a Client list and/or identify Client as such when communicating with prospective Clients, in each case along with the Service Provider service Client uses and, (b) Client's name and logo in marketing content, including in an advertising campaign, with the prior consent from Client.

15. **General Terms**

15.1. **Force Majeure**. Service Provider will not be responsible for or incur any liability for any delay or failure in performance of any service or obligation under the Agreement and shall be excused from the performance to the extent that Service Provider is prevented, restricted, delayed or interfered with by causes beyond its control, including but not limited to acts of God, fire, floods, severe weather, explosions, utility or communication failures, cyber-attack, earthquakes, wars (declared or undeclared), labor disputes, strikes, lockouts, riots, epidemics or COVID-19 and its variants, pandemics or other event that cause material impact to the global supply chain, acts of terrorism, blockades, embargoes, quarantine restrictions, government orders or requirements having legal effect of any government or any judicial Authority, or any other situations, whether similar or dissimilar to those referred to in this clause, which are beyond the reasonable control of Service Provider (each a **"Force Majeure Event "**). In case of a Force Majeure Event, Service Provider will notify Client as soon as reasonably possible.

15.2. **Severability; Modification**. If any provision of the Agreement and these T&C's, or portion thereof, is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision will be severed, and the remaining provisions of the Agreement and these T&C's will remain in force and effect.

15.3. **Waiver**. The failure to enforce any provision of these T&Cs shall not operate as a waiver nor preclude the enforcement of any such provision in the future. All waivers shall be in writing and signed by the party to be charged.

15.4. **Assignment**. Neither party may assign the Agreement without the prior written consent of the other party, with the exception that Service Provider may assign the Agreement to an Affiliate, and Service Provider may, at its sole discretion, assign this Agreement and all rights and obligations under it to any business entity that succeeds to all or substantially all of its shares or relevant assets by merger, purchase, sale, operation of law or otherwise, in each case without the Client's consent. The Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

15.5. **Governing Law**. The laws of New York, excluding its conflicts-of-law rules, shall govern the Agreement and these T&C's. The Parties hereby agree and consent to the exclusive jurisdiction and venue of the state and/or federal courts situated in the State of New York in any action arising out of or relating to the Agreement and these T&C's, and hereby submit to the personal jurisdiction of such courts.

15.6. **Notices**. All notices, consents or waivers required or permitted in the Agreement and these T&Cs shall be in writing and be deemed to have been duly given when (a) delivered personally, or (b) upon delivery according to the records of an overnight courier service.

15.7. **Survival.** Any outstanding payment obligations, all definitions and the provisions of Sections 1, 4.2, 5, 6, 7.1, 8, and 15 will survive termination of this Agreement for any reason.
------End of Standard Term and Conditions------