

Transportation Services

Terms and Conditions

1. **NON-NEGOTIABLE TERMS.** Unless superseded by a written contract signed by Lineage Transportation, LLC or its affiliate (“LINEAGE”) and the shipper, consignor, consignee, or any other entity claiming an interest in goods for which LINEAGE provides transportation or otherwise arranging with LINEAGE to provide such transportation (including any property broker) (“CUSTOMER”) these Terms and Conditions, as amended by LINEAGE from time to time in its discretion, shall govern transportation service provided or arranged by LINEAGE in the United States. No agent or employee of LINEAGE other than an officer of LINEAGE is authorized to waive or modify these terms.
2. **TERM AND TERMINATION.** These Terms and Conditions shall remain in full effect so long as Lineage is providing or arranging the transportation services contemplated herein to Customer. The terms in effect as of the date LINEAGE agrees to render services with respect to a specific consignment will govern all services rendered with respect to such consignment. Nothing in these terms requires CUSTOMER to tender any minimum volume to LINEAGE, nor LINEAGE to accept any minimum quantity of cargo from CUSTOMER. LINEAGE is free to accept or reject any individual request for services in its sole discretion.
3. **LINEAGE’S SERVICES.** Should LINEAGE agree to provide services, LINEAGE will provide to CUSTOMER transportation services with reasonable dispatch. LINEAGE is not responsible for compliance with any specific shipping schedule or appointment times. LINEAGE shall be an independent contractor of CUSTOMER.
4. **CUSTOMER’S RESPONSIBILITY.** CUSTOMER shall comply with all applicable federal, state and local laws, rules or ordinances relating to the subject matter herein. CUSTOMER warrants the accuracy and completeness of all information, instructions and particulars relating to the goods, including their nature, description, special characteristics, marks, number, weight, volume and quantity, etc., upon all of which LINEAGE shall rely. CUSTOMER must identify to LINEAGE in writing prior to shipment (i) any goods which require specialized handling or are dangerous or hazardous, (ii) any perishable, temperature controlled, keep from freezing, chilled or frozen goods (including the required temperature ranges), (iii) any live animals (iv) any art objects, bank bills, coins, currency, drafts, notes, valuable papers, precious metals, precious stones, antiques or any other rare, old, precious or semi- precious articles of extraordinary value in excess of \$100 per pound; (v) any commodities, transportation of which is subject to commodity specific permitting requirements; or (vi) restricted commodities including, but not limited to, tobacco products, hemp, vaping products, pharmaceuticals, vaping products or controlled substances. Lineage is not required to accept tender of any of the foregoing unless it specifically agrees to such in writing prior to shipment. For the avoidance of doubt, LINEAGE reserves the right to refuse tender of any or all of the foregoing goods.
5. **PAYMENT AND CHARGES.** LINEAGE will charge, and CUSTOMER will pay the rates and charges set forth in a load confirmation provided to CUSTOMER, in a rate schedule agreed by LINEAGE and CUSTOMER, or as otherwise agreed verbally or in writing between LINEAGE and CUSTOMER. CUSTOMER agrees to pay LINEAGE in full and without deduction or offset within thirty (30) days of receiving the invoice, with interest accruing monthly at a rate of one percent (1.5%) per month on any unpaid balance. CUSTOMER shall also be liable for any expenses, including attorney fees, LINEAGE incurs in collecting its rates and charges. In no event will LINEAGE have any responsibility for, and CUSTOMER shall defend, indemnify, and hold LINEAGE harmless from, and will pay and reimburse, any charges imposed by third parties with respect to use of equipment in which cargo tendered by, to or on behalf of CUSTOMER is or has been laden, or for charges assessed with respect to storage or handling of any such equipment, including, but not limited to, charges assessed by steamship lines, rail carriers, rail terminal operators, marine terminal operators or port authorities. Without limiting the generality of the foregoing, LINEAGE shall have no liability for any such charges arising from or related to port congestion, lack of equipment availability, labor shortages, or other situations impacting port or intermodal transportation operations. LINEAGE shall have a possessory lien on all cargo, and any proceeds therefrom, in its, or in its contractors’ dominion or control for the payment of any and all amounts due and owing from CUSTOMER or with respect to services rendered at the request, or for the benefit of, CUSTOMER. In addition, to the extent not prohibited by applicable law, LINEAGE will have a general lien on any cargo under its, or its contractors’, dominion or control, and any proceeds thereof, for any and all amounts due and owing from CUSTOMER or with respect to services rendered at the request, or for the benefit of, CUSTOMER, regardless of whether those amounts relate to cargo or proceeds against which the general lien is enforced.
6. **ACCESSORIAL CHARGES AND FUEL SURCHARGE.** LINEAGE reserves the right to impose, and CUSTOMER agrees to pay, reasonable accessorial charges including charges for detention, loading and unloading, multiple stop offs, equipment ordered and not used, etc. In addition, CUSTOMER shall be responsible for payment of a fuel surcharge in accordance with LINEAGE’s then applicable fuel surcharge.
7. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING SUCH DAMAGES THAT RELATE TO LOSS, DAMAGE OR DELAY OF A SHIPMENT OR BUSINESS INTERRUPTION) REGARDLESS OF WHETHER THE PARTY TO BE CHARGED HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.
8. **LINEAGE INSURANCE.** LINEAGE shall comply with applicable insurance requirements imposed upon it by law.
9. **CARGO LOSS, DAMAGE, OR SHORTAGE.** Except as set forth herein, LINEAGE’s sole liability for loss, damage, shortage or delay with respect to any cargo shall be as a “carrier” pursuant to the Carmack Amendment as currently codified at 49 U.S.C. § 14706 and as amended from time to time, subject to the limitations set forth herein.
10. **EXCEPTIONS, LIMITATION.** LINEAGE shall not be liable for any loss, damage, delay, shortage, misdelivery, failure to deliver or other result caused by: act of God; peril of land, sea or air; act of terrorism; act of public enemy; act of war; act of public or government authority or other with apparent public or government authority; fire, unless caused by the actual fault or privity of LINEAGE; quarantine; act or omission of CUSTOMER, its agent or representative; strike, lockout or other labor dispute; sabotage; riot or other civil commotion; wastage in bulk or weight or arising from the nature of the goods; inherent vice; improper and/or insufficient packing, securing, packaging, marking or addressing; latent defect not discoverable by due diligence; compliance with instructions from CUSTOMER; goods loaded by CUSTOMER into sealed containers or other packages, providing the seal or package remains unbroken and not physically damaged; errors in operation or navigation of a vehicle, vessel or other conveyance; or any other cause or event arising without the actual fault and privity of LINEAGE. LINEAGE’s liability with respect to any loss, damage, destruction, shortage or delay of or to cargo, including any goods with commingled or intermingled with such cargo will be limited to \$.50 per pound subject to a maximum liability of \$100,000.00 per trailer or conveyance. Any amounts recovered from third parties with respect to any such claims will be credited against the liability

- of LINEAGE. If CUSTOMER wishes to declare a higher value of liability with respect to any load subject to this Agreement, CUSTOMER must make such request to LINEAGE in writing at least seventy-two (72) hours prior to the scheduled pick-up. If LINEAGE responds in writing that it has accepted such request, LINEAGE liability for any loss, damage, destruction, shortage or delay of or to cargo, including any goods with commingled or intermingled with such cargo, shall be for the lesser of the cost to repair or replace the goods or the amount declared by CUSTOMER. CUSTOMER acknowledges that such declaration may result in higher rates. In no event will a broken, missing, or unreadable trailer seal result in any presumption that goods have been adulterated, contaminated, or otherwise rendered unfit for their intended purpose. LINEAGE's sole liability for delay in providing services will be if the delay constitutes failure to arrange transportation with reasonable dispatch and results in actual loss or damage to cargo. In no event will LINEAGE be liable for any chargebacks, penalties or other assessments related to missed or late pick-up or deliveries. The parties waive rights and remedies set forth in Part B of Subtitle IV to Title 49 of the U.S. Code to the extent any such rights or remedies conflict with the provisions herein.
11. **RAIL TRANSPORTATION.** Notwithstanding anything in these Terms and Conditions to the contrary, in the event any portion of the underlying transportation is performed by a rail carrier ("Rail Carrier"), CUSTOMER acknowledges and agrees that the Rail Carrier services, including, but not limited to, charges, liability (including limitations) for loss or damage to cargo, and terms and conditions of services are governed by tariffs, circulars or similar documents maintained by the Rail Carrier or other third party logistics provider arranging such Rail Carrier services (the "Rail Conditions"). CUSTOMER acknowledges and agrees that CUSTOMER, and not LINEAGE, shall be deemed as a shipper or beneficial cargo owner for purposes of application of the Rail Conditions. As between CUSTOMER and LINEAGE, LINEAGE shall be solely responsible for: (a) proper packing of any and all shipments; (b) blocking and bracing all such cargo in accordance with the Rail Conditions, as well as in accordance with industry standards (including, but not limited to, those imposed by the American Association of Railroads via Circular 43, Rules Governing the Loading, Blocking and Bracing of Freight in Closed Trailers and Containers for TOFC/COFC Service); and (c) compliance with any and all obligations or charges imposed by the Rail Carrier with respect to tender of cargo for rail and/or intermodal transportation, including but not limited to any and all charges for accessorial services imposed by Rail Carriers whether or not included in the initial rates agreed upon by the parties.
 12. **SUBCONTRACTING.** LINEAGE is authorized by FMCSA to operate as a motor carrier and property broker. In order to meet CUSTOMER's transportation needs, LINEAGE may arrange for third parties to provide or arrange transportation of cargo. When LINEAGE arranges with a third party to provide or arrange services hereunder, LINEAGE shall be deemed to be acting as a property broker and not a for-hire motor carrier. LINEAGE will not be responsible for the acts or omissions of any third party, but will remain liable for cargo loss, damage, destruction or delay in accordance with these Terms and Conditions.
 13. **CLAIM FILING.** Claims for cargo loss, damage, shortage or delay must be filed with LINEAGE no later than nine (9) months from the date of delivery or, if none, the date the cargo should have been delivered. Any lawsuit arising from or related to any such claim must be commenced within two (2) years from delivery, the date which the cargo should have been delivered, or the date on which LINEAGE disallowed the claim or pertinent part of the claim, whichever is later.
 14. **SHIPPING DOCUMENTS.** Unless otherwise agreed in writing, all shipments tendered shall be accepted on a bill of lading. The bill of lading shall act as a receipt for cargo only and the terms and conditions thereon, if any, will not apply to services provided thereunder.
 15. **FORCE MAJEURE.** LINEAGE shall not be liable for any delay in the performance of obligations hereunder if performance by LINEAGE is affected or prohibited by any cause beyond LINEAGE's reasonable control, including without limitation, fire, labor strife, riot, war, weather conditions, acts of the public enemy, acts of God, acts of terrorism, local or national disruptions to transportation networks or operations, material equipment repairs, fuel shortages, governmental regulations, or governmental request as requisition for national defense, or requests of governmental officials.
 16. **INDEMNITY.** CUSTOMER shall defend, indemnify, and hold LINEAGE and its employees and agents harmless from and against all claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses (including, without limitation, reasonable legal fees) caused by and resulting from (i) the negligence or intentional misconduct of CUSTOMER, its employees, or agents, (ii) CUSTOMER's or its employees' or agents' violation of applicable laws or regulations; (iii) compliance with or reliance on information or instructions provided by or on behalf of CUSTOMER; or (iv) claims seeking to impose liability on LINEAGE with respect to cargo loss, damage, destruction or delay in excess of the liability assumed by LINEAGE hereunder.
 17. **DISPUTE RESOLUTION.** These Terms and Conditions shall be deemed to have been drawn in accordance with the statutes and laws of the State of California and in the event of any disagreement or dispute, the laws of California shall apply and suit must be brought exclusively in California as each party specifically submits to the exclusive personal jurisdiction of such courts for disputes involving or arising from services provided pursuant to these Terms and Conditions.
 18. **BATTLE OF FORMS.** The parties have agreed, and it is their intent that the battle of the forms section of §2-207 of the Uniform Commercial Code shall not apply to these Terms and Conditions or to any invoice or acceptance form of Customer relating to these Terms and Conditions. It is the parties' intent that these Terms and Conditions shall exclusively control the relationship of the parties, and in the event of any inconsistency between any invoice or acceptance form sent by Customer and these Terms and Conditions, these Terms and Conditions shall control.