



BACARELLA TRANSPORTATION SERVICES, INC D/B/A BTX GLOBAL LOGISTICS
TERMS AND CONDITIONS FOR NORTH AMERICA BROKERAGE

THESE TERMS AND CONDITIONS APPLY ONLY TO ANY SHIPMENT MOVING VIA SURFACE TRANSPORTATION UNDER BACARELLA TRANSPORTATION SERVICES, INC. D/B/A BTX GLOBAL LOGISTICS' FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION PROPERTY BROKER AUTHORITY (MC-461607) THAT ORIGINATES IN, IS DESTINED FOR, AND DOES NOT INCLUDE AN ULTIMATE DESTINATION OR STOP OUTSIDE OF THE UNITED STATES OR CANADA. BY TENDERING A SHIPMENT TO BROKER, ACCEPTING A SHIPMENT FROM BROKER, OR ARRANGING WITH BROKER FOR A SHIPMENT'S TRANSPORTATION, CUSTOMER AGREES TO ALL OF BROKER'S TERMS AND CONDITIONS FOR NORTH AMERICA BROKERAGE.

TERMS AND CONDITIONS

1. **APPLICABILITY:** Unless expressly superseded by a written contract signed by an officer of **Bacarella Transportation Services, Inc. d/b/a BTX Global Logistics** ("BROKER") and the party requesting services by BROKER, including, but not limited to, any shipper, consignor, consignee, broker, forwarder, or any other entity claiming an interest in goods for which BROKER arranges transportation ("CUSTOMER") these Terms and Conditions, as amended from time to time by BROKER in its sole discretion, shall govern property brokerage service (which, for purposes hereof, shall mean the arrangement of motor carrier transportation to be performed by third party Servicing Motor Carriers as defined below) provided by BROKER ("Services"), including services provided pursuant to a load confirmation. Any terms and conditions on document exchanged between the parties other than these Terms and Conditions, as revised from time to time, shall not apply to any Services and shall not be binding on or applicable to BROKER. CUSTOMER understands and agrees that BROKER functions as an independent entity, and not as a carrier, in selling, negotiating, and arranging for transportation for compensation, and that the actual transportation of shipments tendered to BROKER shall be performed by third-party motor carriers ("Servicing Motor Carriers") regardless of whether such Servicing Motor Carrier is engaged by BROKER directly or is engaged by a subcontractor retained by BROKER. BROKER and CUSTOMER represent and warrant that their relationship is that of independent contractors and that the respective employees are under their respective exclusive management and control. Nothing in these Terms and Conditions shall be deemed to require BROKER to provide Services upon request of CUSTOMER and BROKER reserves the right to accept or decline, in its sole discretion, any particular request for Services.
2. **COMPLIANCE WITH LAW:** BROKER represents and warrants that it is duly and legally qualified to operate as a property broker and to provide the Services contemplated herein. BROKER agrees to comply with all applicable federal, state and local laws regarding the provision of such brokerage Services. CUSTOMER warrants and represents that it is authorized to tender the cargo in question to BROKER and that all descriptions of the cargo are complete, accurate, and include all information required by applicable law, rules or regulation. Without in any way limiting the foregoing, if CUSTOMER tenders for transportation cargo designated as hazardous materials or dangerous goods, CUSTOMER shall be solely responsible for complying with any and all applicable laws, rules, regulations, or conventions with respect to classifying, tendering, packaging and labeling such cargo and must provide notice of any such cargo at the time a request for Services is first initiated by CUSTOMER to BROKER. CUSTOMER warrants and represents that no specialized handling, including segregation or temperature control, is required unless CUSTOMER provides written notice of specialized handling requirements to which the specialized handling requirements apply (such notice a "Handling Notice"). In no event will BROKER have any obligation to provide any instructions to Servicing Motor Carrier with respect to cargo other than those contained in a Handling Notice, receipt of which has been confirmed in writing by BROKER, and BROKER has no obligation to comply with or pass on the Servicing Motor Carrier any handling instructions received after the initial request for service. CUSTOMER acknowledges and agrees that BROKER's sole obligation with respect to specialized handling is to pass through the instructions in a Handling Notice.
3. **PAYMENT AND CHARGES:** All charges are earned in full upon BROKER's agreement to provide services. BROKER will charge and CUSTOMER will pay the rates and charges set forth in a load confirmation or as otherwise agreed,



as well as any other amounts for which CUSTOMER is liable pursuant to these Terms and Conditions, for services provided by BROKER without offset. CUSTOMER agrees to pay BROKER without offset and within fifteen (15) days of receiving the invoice, with interest accruing monthly at a rate of one percent (1%) per month on any unpaid balance, but CUSTOMER acknowledges and agrees that BROKER can cancel credit at any time, including after commencement of services, in which case, charges are immediately due and payable upon demand. CUSTOMER shall also be liable for any expenses, including attorney fees, BROKER incurs in collecting its rates and charges. If any information provided by CUSTOMER is inaccurate or incomplete, CUSTOMER acknowledges and agrees that agreed upon rates may, in BROKER's sole discretion, be revised to reflect the goods actually tendered. CUSTOMER shall also be responsible for any additional accessorial charges imposed by the Servicing Motor Carrier which were not anticipated by BROKER at the time BROKER arranged for services with Servicing Motor Carrier or which were not otherwise included in the rate set forth in the load confirmation. In no event will BROKER have any responsibility for, and CUSTOMER will defend, indemnify, and hold BROKER 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, BROKER 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. CUSTOMER is liable for all charges arising from services, including, but not limited to, any and all amounts assessed by third parties, costs related to requests for cancellation (including charges for services rendered prior to cancellation), costs related to requests for reconsignment or otherwise due to inaccurate or incomplete information provided by or on behalf of CUSTOMER. BROKER shall have a possessory lien on all cargo, and any proceeds therefrom, in its, or in its Servicing Motor Carrier's, 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, BROKER will have a general lien on any cargo under its, or its Servicing Motor Carrier's, 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.

Credit and Lien Enforcement Disclaimer: BROKER reserves the right to cancel or modify credit terms at its sole discretion, including but not limited to instances of late payment, adverse credit review, or material breach of these Terms and Conditions. Any such cancellation shall be communicated in writing and may result in immediate payment obligations for outstanding charges. BROKER's possessory and general lien rights shall be exercised in accordance with applicable state and federal laws. Nothing in this section shall be construed to permit enforcement of such liens in a manner inconsistent with governing legal requirements. CUSTOMER acknowledges and agrees that BROKER may retain possession of cargo or proceeds thereof until all amounts due are paid in full, subject to applicable legal procedures.

4. **INDEMNIFICATION, WARRANTIES AND LIMITATION OF LIABILITY:** IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF WHETHER THE PARTY TO BE CHARGED HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF BROKER WITH RESPECT TO ANY CLAIMS OR DAMAGES ARISING FROM OR RELATED TO SERVICES PROVIDED PURSUANT TO THESE TERMS AND CONDITIONS WILL BE FOR THE AMOUNT CHARGED BY BROKER WITH RESPECT TO THE SERVICES SPECIFICALLY GIVING RISE TO SUCH CLAIMS OR DAMAGES. CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS BROKER FROM AND AGAINST, AND SHALL PAY AND REIMBURSE BROKER FOR, ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, FINES, JUDGMENTS, PENALTIES AND AMOUNTS (INCLUDING REASONABLE ATTORNEY FEES) ARISING FROM OR RELATED TO: (i) BREACH BY CUSTOMER OF THESE TERMS AND CONDITIONS; (ii) THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF CUSTOMER, ITS AGENTS, CONTRACTORS OR EMPLOYEES; (iii) VIOLATION BY CUSTOMER, ITS AGENTS, CONTRACTORS OR EMPLOYEES OF ANY APPLICABLE LAWS, RULE OR



REGULATION; (iv) CUSTOMER'S FAILURE TO PROVIDE, OR BROKER'S OR THE SERVICING MOTOR CARRIER'S COMPLIANCE WITH OR RELIANCE ON, INSTRUCTIONS, DIRECTIONS, OR REQUEST OF CUSTOMER; OR (v) A THIRD PARTY SEEKING TO IMPOSE LIABILITY ON BROKER WITH RESPECT TO CARGO LOSS, DAMAGE, OR DELAY IN EXCESS OF THE LIABILITY EXPRESSLY ASSUMED HEREIN. THE FOREGOING NOTWITHSTANDING, CUSTOMER'S OBLIGATION TO HOLD HARMLESS, DEFEND, INDEMNIFY, PAY AND REIMBURSE SHALL NOT APPLY TO THE EXTENT ANY CLAIM IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF BROKER.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. ANY OTHER PROVISION NOTWITHSTANDING, BROKER IS NOT LIABLE FOR THE CONSEQUENCES OF IDENTIFY THEFT OR FRAUDULENT CONDUCT OR CRIMINAL OF THIRD PARTIES, INCLUDING UTILIZING THE SERVICES OF ENTITIES REPRESENTING THEMSELVES TO BE SERVICING MOTOR CARRIERS OR REPRESENTATIVES THEREOF.

If BROKER has provided CUSTOMER with any information regarding the identity of the Servicing Motor Carrier or its driver, including, but not limited to the Servicing Motor Carrier's or driver's name, CUSTOMER will, or if CUSTOMER is not the consignor, CUSTOMER will require the consignor to, confirm the information prior to tendering a shipment and will not tender if the information of the carrier or driver that arrives to retrieve a shipment is not the same as the information provided by BROKER. BROKER will not be liable for any loss or damage incurred by CUSTOMER arising from or related to the tendering party's failure to verify SERVICING MOTOR CARRIER or driver information.

5. **SERVICING MOTOR CARRIERS:** BROKER's sole responsibility with respect to selection and retention of Servicing Motor carriers is to make reasonable efforts to place CUSTOMER's loads with responsible Servicing Motor Carriers: (i) authorized to perform the services required by CUSTOMER; (ii) which such carriers do not hold an "unsatisfactory" or unfit safety rating from the U.S. Department of Transportation; and (iii) that possess all insurance coverages required by applicable law. BROKER makes no express or implied warranties or guarantees concerning delivery time or the locating of a Servicing Motor Carrier to provide the transportation services requested by CUSTOMER.
6. **ROUTING AND CARRIER SELECTION:** Broker shall have the discretion to select Servicing Motor Carriers and determine routing, mode, and scheduling of transportation, subject to reasonable dispatch. Broker shall use reasonable efforts to notify Customer of any material changes to routing or carrier assignment and to minimize any adverse impact on delivery timelines or cargo condition.
7. **SHIPPING DOCUMENTS:** Shipments tendered hereunder shall be evidenced by a bill of lading ("BOL") or similar transportation document showing the kind and quantities of goods received by the Servicing Motor Carrier at the loading points. The BOL shall indicate the name of BROKER's assigned Servicing Carrier and their FMCSA assigned Motor Carrier (MC) number. In no case should a BOL issued by CUSTOMER, or their designated shipping party, list BROKER as the Servicing Motor Carrier. In no event will BROKER being shown as the "carrier" on any such document change BROKER's status as a Property Broker. All shipments should be picked up under the BROKER's issued BOL. The BOL shall evidence receipt of the shipped goods in apparent good order and condition by the Servicing Motor Carrier, unless such Goods are not readily observable or as may be otherwise noted on the face of such receipt or bill of lading. To the extent any term or condition of such BOL, whether expressly stated or incorporated by reference, conflicts or is inconsistent in any way with these Terms and Conditions, these terms and conditions shall govern and take precedence. Upon request of CUSTOMER, BROKER shall request that Servicing Motor Carriers obtain a delivery receipt from the consignee, showing the products delivered, the condition of the shipment and the date and time of such delivery. CUSTOMER waives access to BROKER's records pursuant to 49 C.F.R. Part 371.
8. **CARGO PROTECTION AND RESPONSIBILITY:** When cargo is tendered to the Servicing Motor Carrier already loaded into or onto a trailer or container, the CUSTOMER, or any third party designated by the CUSTOMER, shall be solely responsible for ensuring that the cargo is properly loaded, stowed, and secured for safe transportation.



This includes full responsibility for any loss, damage, or injury to the cargo or to third parties arising from improper loading or securement. Neither the Servicing Motor Carrier nor the BROKER shall be liable for any such loss, damage, or injury unless it results directly from the Servicing Motor Carrier's or BROKER's negligence, willful misconduct, or failure to exercise reasonable care in the handling or transport of the cargo. In cases where the Servicing Motor Carrier is unable to inspect or confirm the condition or securement of the cargo prior to accepting it, liability for the condition or securement of the cargo remains solely with the CUSTOMER.

DOT Securement Compliance Disclaimer: All cargo tendered to Servicing Motor Carriers must be loaded, stowed, and secured in full compliance with applicable federal, state, and local laws, including but not limited to the U.S. Department of Transportation's cargo securement regulations under 49 C.F.R. § 393.100 et seq. CUSTOMER, or any third party designated by CUSTOMER, shall be solely responsible for ensuring such compliance when cargo is pre-loaded into or onto a trailer or container. BROKER and Servicing Motor Carrier shall not be liable for any loss, damage, or injury resulting from non-compliance with these regulations unless directly caused by their own negligence or willful misconduct.

9. **BROKER INSURANCE:** BROKER shall comply with all insurance and bonding requirements imposed upon it by law, including its obligation to maintain a surety bond or trust fund agreement.
10. **CARGO LOSS, DAMAGE, OR SHORTAGE:** CUSTOMER acknowledges that Servicing Motor Carriers may limit their liability for cargo loss, damage or delay. It will be CUSTOMER's responsibility to insure product in-transit and CUSTOMER acknowledges that if CUSTOMER wishes to declare excess value higher than the Servicing Motor Carrier's limitation, BROKER will have no responsibility to do so and it will be CUSTOMER's responsibility to do so directly with the Servicing Motor Carrier. BROKER may facilitate claims filing and processing with the Servicing Motor Carrier if CUSTOMER submits to BROKER, within six (6) months of the date of delivery, a written claim, fully supported by all relevant documentation, including but not limited to the signed delivery receipt, listing the nature and cause of the claim for cargo damage. BROKER may, in its sole discretion and without liability to CUSTOMER, discontinue pursuit of claims with the Servicing Motor Carrier if such claim is not resolved within sixty (60) days of receipt by BROKER or if CUSTOMER, in BROKER's sole discretion, fails to cooperate with BROKER in filing of claims with the Servicing Motor Carrier. CUSTOMER acknowledges and agrees that failure or alleged failure by the Servicing Motor Carrier to comply with shipment handling instructions, or a broken, missing, or unreadable trailer seal, shall not result in any presumption that food has been adulterated, contaminated, or otherwise rendered unfit for its intended purpose, nor otherwise be grounds for rejection of a shipment or filing of a claim for cargo loss and damage without proof of actual loss or damage. BROKER shall have no liability for cargo loss, damage, or shortage except to the extent such claims are caused by BROKER's negligent acts or omissions, in which case, BROKER's liability shall be limited to the charges assessed by BROKER and paid by CUSTOMER with respect to the goods at issue. CUSTOMER is responsible for filing a claim with BROKER alleging BROKER's liability for cargo loss and damage within six (6) months of the date of delivery of the cargo in question (or, if none, within six (6) months of the date cargo should have been delivered). Failure to do so will result in an absolute bar to any such claim and will relieve BROKER of any and all liability with respect thereto. In no event will BROKER have any liability arising from or related to the Servicing Motor Carrier's refusal to accept full value liability or the Servicing Motor Carrier otherwise limiting its liability for cargo loss and damage. BROKER shall be under no obligation to arrange, and Servicing Motor Carrier shall be under no obligation to provide, service in accordance with any set pick-up or delivery schedule; BROKER's sole obligation is to ensure Servicing Motor Carriers provide services with reasonable dispatch. Any lawsuit arising from such claim must be commenced within eighteen (18) months of denial of all or any part of such claim. CUSTOMER acknowledges and agrees that the sole liability of BROKER with respect to loss, damage or delay to cargo shall be as set forth in this provision and CUSTOMER warrants and represents that if it is not the owner of such cargo, CUSTOMER holds authority from such owner to bind the owner to the provisions of these Terms and Conditions.



11. **FORCE MAJEURE:** BROKER shall not be liable for any failure to perform, delay, loss, damage, or monetary loss arising from causes beyond its reasonable control, including but not limited to: Acts of God (such as floods, earthquakes, hurricanes, or other natural disasters); war, terrorism, civil unrest, or other hostile acts; labor disruptions including strikes, lockouts, or slowdowns; government actions, legal restrictions, or the closure of public transportation routes such as highways, railways, airways, or shipping lanes; public health emergencies including pandemics, epidemics, or quarantine measures; equipment or infrastructure failures; cyberattacks or IT system disruptions; or intentional acts of third parties. BROKER shall also not be liable for issues arising from the nature or condition of the freight, including inherent vice, infestation, or improper packaging, labeling, or documentation by the Shipper or Consignee. In such events, BROKER's obligations shall be suspended for the duration of the disruption, and timelines extended accordingly. If the disruption continues for more than thirty (30) days, either party may terminate the affected services upon written notice, without further liability except for obligations accrued prior to the event.
12. **NOTIFICATION OF ACCIDENTS OR DELAYS:** BROKER agrees to notify CUSTOMER of any accident or other event of which BROKER is apprised and which prevents the motor carrier from making a timely or safe delivery.
13. **DISPUTE RESOLUTION AND GOVERNING LAW:** These Terms and Conditions and any services provided by BROKER shall be governed by and construed in accordance with the laws of the State of Connecticut and applicable federal law of the United States, without regard to conflict-of-law principles. Any claim or dispute arising out of or relating to these Terms and Conditions shall be brought exclusively in the state or federal courts located in Fairfield County, Connecticut. CUSTOMER and BROKER irrevocably consent to the exclusive jurisdiction and venue of such courts. Prior to initiating any legal action, the parties shall attempt in good faith to resolve any dispute through non-binding mediation conducted by a mutually agreed mediator in Connecticut. Should BROKER successfully defend itself in any legal action brought by any party with an interest in the Shipment, BROKER shall be entitled to recover its reasonable attorney's fees and costs. If any provision of these Terms and Conditions is declared void, invalid, or unenforceable by any court of law, the remaining provisions shall, to the extent permitted by such declaration, remain in full force and effect as though the void, invalid, or unenforceable provision had never been included. No agent, servant, or representative of the BROKER has authority to alter, modify, or waive any provision of this contract. BROKER's decision to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.