



TERMS AND CONDITIONS

Blue-Grace Logistics LLC, a Florida limited liability company d/b/a BlueGrace Logistics ("Company"), agrees to arrange for the transportation of shipments ("Services") tendered by enrolled customers, shippers, consignors and consignees ("Customer") subject to these Terms and Conditions ("T&C").

1. General. These T&C shall govern all Services provided to Customer by Company, and will supersede any terms and conditions maintained by Customer or otherwise purporting to govern the arrangement of transportation services.

2. Compliance with the Law and Authority.

- a. Company represents and warrants that it is authorized to provide the Services. Company agrees to comply with all federal, state, and local laws applicable to its provision of the Services. Customer understands and agrees that Company is an independent entity that is involved in selling, negotiating, and/or arranging for transportation by compensation, and that Company is not a carrier or an agent of a carrier. Company will arrange with carriers (the "Servicing Carrier(s)") and/or brokers that are authorized to perform transportation services requested by Customer.
- b. Customer represents and warrants that it is in compliance with all applicable laws, rules, and regulations related to its request for transportation services. Customer is solely responsible for the accuracy of any information input into Company's systems or otherwise provided to Company with respect to the provision of Services whether provided directly by Customer or via a third-party.

3. Rates and Payment.

- a. The rates to be charged Customer shall be presented to Customer in the form of a Price Quote for Freight or through customer specific pricing. If the former, Customer shall have agreed to any such rate upon either signing the Price Quote for Freight or by tendering the freight for shipment. The use by Customer of improper descriptions, densities, sizes or weights may lead to re-weighs and/or re-classifications which may lead to different (and often higher) rates for a shipment. Additional charges may apply to a shipment including but not limited to lift-gate services, inside delivery, oversize dimensions or various other accessorial services, tractor detention, trailer detention, driver assistance and other mode specific charges. Once Company has contracted with a Servicing Carrier to move a shipment, the scheduled load must be tendered to the Servicing Carrier as requested on the bill of lading at the agreed upon price, or an equipment-not-used fee will be assessed.
- b. All displayed transit times are estimates only and pickup dates are not guaranteed. The Servicing Carrier option must be clearly labeled in Company's transportation management system (BlueShip®) as guaranteed, in which case the terms of the guarantee provided by the Servicing Carrier shall govern.
- c. Company reserves the right to amend or adjust the original quoted amount or re-invoice Customer if the original quoted amount was based upon incorrect information received at the time of the original quote, if additional services by the Servicing Carrier were required, or as otherwise necessary to perform the pick-up, transportation and delivery functions therein.
- d. Payments to Company must be made pursuant to the invoices generated by Company and provided to Customer. If Customer receives an invoice directly from a Servicing Carrier it shall immediately forward such invoice to Company and shall not otherwise make payment on the invoice to the Servicing Carrier. All shippers, consignors, consignees, freight forwarders or freight brokers are jointly and severally liable for the freight charges owed to Company relating to any shipment.
- e. Any claim related to invoicing by Company must be filed within one hundred eighty (180) days of the date of Company's invoice. Failure to do so will result in waiver by Customer of any claim related to invoiced amounts, including but not limited to claims for overcharge or duplicate invoices. In no event shall a Customer be entitled to offset or deduct any claim it may have against any amounts payable to Company or



the Servicing Carrier without the express written consent of Company. In the event that Company is holding funds of Customer, Company may offset or deduct any amounts owing by Customer to Company from such funds.

4. **Shipping Documents/General Rules Tariffs/Broker-Carrier Agreements.** Unless otherwise agreed in writing, all shipments tendered shall be accepted on a bill of lading, proof of delivery, or similar document ("Shipping Document(s)"). The Shipping Document shall act as a receipt only and in no event shall the terms and conditions of any such Shipping Document be binding on the Parties. The General Rules Tariffs, set forth by the Servicing Carriers, or the Broker-Carrier Agreement entered into by the Servicing Carrier and Company, will in every instance govern the legal relationship between all parties and when applicable, will take precedence over the T&C stated herein. If not in conflict with the Servicing Carrier's General Rules Tariff or Broker-Carrier Agreement, the T&C as stated herein shall control.

5. **Cargo Loss, Damage and Delay.**

- a. Company shall have no liability for cargo loss, damage, destruction, or delay ("Cargo Claims") except to the extent such Cargo Claims are solely caused by Company's negligent acts or omissions.
- b. Customer acknowledges and agrees that the Servicing Carrier's governing General Rules Tariff, or the Broker-Carrier Agreement entered into by the Servicing Carrier and Company, shall determine the standard liability cargo insurance coverage offered by the Servicing Carrier. If Customer wishes to purchase additional insurance it must contact Company in advance of the shipment. If the shipment contains freight with a predetermined exception value, as determined by the Servicing Carrier, the maximum exception liability will override the otherwise standard liability coverage. The maximum amount that Customer will receive on a claim will be that which is recoverable under the respective transportation tariffs/appendices or agreements, which may be negotiated to differ from those set forth on a Servicing Carrier's site. Customer acknowledges that used or household goods, products or equipment may have limits of liability as low as \$0.10 per pound or no coverage whatsoever, and that Canada and Mexico limits of liability differ considerably from U.S. limits of liability (e.g., Mexico limits of liability are often zero).
- c. Company will use commercially reasonable efforts to assist Customer in filing claims for cargo loss, damage, destruction or delay with motor carriers, but in no event will Company accept any such claim on behalf of a Servicing Carrier.

6. **Independent Contractors.** Customer and Company intend to create an independent contractor relationship with respect to the Services and not a joint venture, partnership, or employer/employee relationship. Customer and Company will be solely responsible for the payment of its employees, agents and contractors' compensation, including wages, benefits, employment taxes, worker's compensation, and any similar taxes associated with employment of its employees, agents and contractors. Neither shall be liable for the debts, accounts, obligations or other liabilities of the other.

7. **Legal Restraint and Force Majeure.** In the event performance by one party is affected by any cause beyond the reasonable control of such party, including without limitation, fire, riot, war, weather conditions, acts of the public enemy, acts of God, acts of terrorism, local or national disruptions to transportation networks or operations, fuel shortages, governmental regulations, or governmental request or requisition for national defense, and provided that the applicable cause is not attributable to the acts or omissions of such party, and such party is taking reasonable measures to remove or mitigate the effects of the applicable cause, then the performance of all obligations required herein shall, with the exception of payment of invoices, be suspended during the continuance of such interruption, and such party shall promptly notify the other party of such interruption. Such period of suspension shall not in any way invalidate these T&C or any related transportation management agreement, but on resumption of operations, any affected performance by such party shall be resumed. No liability shall be incurred by either party for damages resulting from such suspensions.

8. **Dispute Resolution/Liability.** These T&C and any related transportation management agreement entered into by Customer and Company shall be deemed to have been drawn in accordance with the statutes and laws of the state of Florida and in the event of any disagreement or dispute, the laws of Florida shall apply and suit must be brought in Hillsborough County, Florida. Customer and Company specifically submit to the exclusive personal jurisdiction of such courts for dispute resolution. In no event shall Company be liable for any special, incidental, punitive or liquidated damages, regardless of whether Company had knowledge that such damages might be incurred.