



TERMS & CONDITIONS

Unless otherwise specified in a binding written contract between the Customer and a duly authorized representative of Kettlebottom LLC dba The Logistix Company, having offices at 44 Southwest Ave. Jamestown RI 02835 (collectively referred to herein as "TLC"), as consideration for the use of TLC's services and/or the advancement of credit, Customer and its employees, contractors, agents, representatives, affiliates, parents, and subsidiaries (collectively: "Customer") hereby agree to the terms and conditions set forth herein (collectively: the "Terms and Conditions"). The Terms and Conditions are binding upon the Customer. A copy of the Terms and Conditions can be found online at <https://www.thelogistixco.com/terms-and-conditions> and is available upon written request.

Customer agrees to the Terms and Conditions in their entirety, and no agent or employee of the parties may change, alter, or in any way transform them. The Terms and Conditions shall apply to all shipments by Customer and all services provided by TLC. TLC reserves the right to alter or amend the Terms and Conditions, and Customer agrees that TLC'S provision of services to Customer after any such changes constitutes sufficient consideration for them. Customer shall review the Terms and Conditions on a periodic basis such that it stays informed of any changes.

SERVICE & WARRANTIES

1. TLC is licensed as a Property Broker by the Federal Motor Carrier Safety Administration (FMCSA) in Docket Number USDOT 2884039 or MC-968191-B, and as a licensed property broker, arranges for freight transportation. A copy of TLC's authority is available upon request by Customer, and a copy of TLC's Surety Bond is available upon written request by Customer.
2. It is understood and agreed that TLC is a 3rd-party logistics services provider, not a transporting motor carrier, and that TLC's relationship to Customer is that of an independent contractor, not an agent or employee. Nothing in these Terms & Conditions, nor any act or omission of either TLC or the Customer, shall be construed for any purpose to express or imply an employment relationship, partnership, joint venture between the parties, principal/agent, fiduciary, or employer/employee relationship between the TLC & Customer. Both TLC & Customer shall provide sole supervisions and shall have exclusive control over the actions and operations of its employees, and agents used to perform its services hereunder. Neither party has any right to control, discipline or direct the performance of any employees, or agents of the other party. Neither party shall represent to any party that it is anything other than an independent contractor in its relationship to the other party.
3. TLC's responsibility under these Terms & Conditions shall be limited to arranging for, but not actually performing, the physical transportation or handling of Customer's freight. TLC will arrange services on orders tendered by the Customer as accepted in writing by TLC. TLC is not restricted from tendering freight to other brokers, freight forwarders, third-party logistics providers, or motor carriers. TLC is not restricted from arranging freight transportation or other services for other parties.
4. Customer agrees it is responsible to TLC for providing timely and accurate delivery specifications and description of the cargo, including, but not limited to, dimensions, weight, temperature, any special handling or security requirements, and employing reasonable security protocols to reduce the risk of cargo theft.
5. Customer is responsible for and warrants its compliance with all applicable laws, rules, and regulations including but not limited to customs laws, import and export laws and governmental regulation of any country to, from, through, or over which a tendered shipment may be carried. Customer agrees to furnish such

information and complete and attach any and all shipping documents or any such documents as are necessary to comply with such laws, rules, and regulations. TLC assumes no liability to the Customer or to any other person for any loss or expense due to the failure of the Customer to comply with this term. Any individual or entity acting on behalf of the Customer in scheduling shipments hereunder warrants that it has the right to act on behalf of the Customer and the right to legally bind the Customer.

6. **HOMELAND SECURITY.** As applicable to each, respectively, Customer & TLC shall comply with federal, state and local Homeland Security related laws and regulations.
7. **HAZARDOUS MATERIALS.** Customer shall comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in 49 CFR §172.800, §173, and § 397 et seq. to the extent that any shipments constitute hazardous materials. Customer is obligated to inform TLC in advance of any such shipments constitute hazardous materials. Customer will be responsible for, and will indemnify and hold harmless TLC and its shareholders, directors, officers, agents, employees and affiliates from and against, any and all liabilities, losses, damages, claims, suits, judgments, costs and expenses (including without limitation attorneys' fees) resulting from or in connection with injury or death of any persons whomsoever (including without limitation, agents, employees or representatives of TLC or its affiliates), or damage to or loss of any property whatsoever, including commodity, caused directly or indirectly by any of its acts or omissions or relating to the delivery of a hazardous product which in all instances shall be the sole responsibility of the Customer. Notwithstanding the foregoing, Customer shall not be liable for any liabilities, losses, damages, claims, suits, judgments, costs and expenses that result from TLC or its hired carrier's mishandling of the hazardous materials, negligence, willful misconduct or illegal acts.
8. **PAYMENTS.** TLC shall invoice the Customer for its services in accordance with the rates, charges and provisions set forth in any provided rate quote & confirmation, including any supplements or revisions, that are mutually agreed to between the Customer & TLC in writing. If rates are negotiated between these parties they shall be confirmed in writing to be binding upon Customer. The Customer agrees to pay TLC's invoices within their payment terms established after a completed credit application, submitted to TLC. By executing TLC's credit application and/or doing business with TLC, Customer attests to its solvency and ability and willingness to pay TLC's invoices in accordance with these Terms & Conditions. If credit terms have not been established between Customer & TLC, the Customer will be considered to have Cash-In-Advance payment terms. Unless otherwise agreed in a signed writing, TLC shall apply payment to the amount due for the specified invoice, regardless whether there are earlier unpaid invoices. Payment of the freight charges to TLC shall unconditionally relieve Customer or other responsible party of any liability to the carrier hired by TLC for non-payment of its freight charges. TLC shall indemnify Customer from and against any claim for freight payment brought by a carrier against Customer when Customer has paid TLC and TLC should fail to pay their hired carrier.
9. **INSURANCE.** All shipments tendered to TLC shall be considered to have a value of \$100,000 or less for purposes of hired carriers' insurance. Shipments requiring more than \$100,000 of insurance coverage shall be indicated as such in writing by Customer to TLC. TLC agrees to hire motor carriers which maintain the minimum cargo and liability insurance limits as required by Federal Law.

10. **CLAIMS.** Customer understands and agrees that TLC is not a motor carrier or an employee or agent of any motor carrier hired by TLC. TLC is an authorized Broker, as that term is defined in 49 U.S.C. 13102. As the Broker, TLC has no responsibility, liability or involvement in the issuance of insurance, the denial of insurance, or in the payment of claims. It is understood and agreed that TLC is not a carrier and that TLC shall not be held liable for loss, damage, or delay in transportation of Customer's cargo, unless caused by TLC's negligent acts or omissions in the performance of service. Except for claims that arise from TLC or TLC's hired carriers' indemnification obligations, negligence, willful misconduct or illegal acts, in no event shall TLC be liable to Customer for special, incidental, or consequential damages that relate to loss, damage or delay to a shipment, unless Customer has informed TLC in written or electronic form prior to or when tendering a shipment or series of shipments to TLC of the potential nature, type and approximate amount of such damages, and TLC specifically agrees in written or electronic form to accept responsibility for such damages. In the event of a loss or claim, TLC will make reasonable efforts to assist the Customer in filing a claim with the transporting motor carrier, unaffiliated service provider, or other offending party. If payment of a claim is made by TLC to Customer, Customer automatically assigns its rights and interest in the claim to TLC. Customer must file claims for cargo loss or damage within thirty (30) days from the date of such loss, shortage or damage, which shall be the delivery date or, in the event of non-delivery, the scheduled delivery date. Customer must file any civil action against TLC in a Court of Law (or commence arbitration) within two (2) years from the date the carrier or TLC provides written notice to Customer that the carrier has disallowed any part of the claim in the notice. The carrier's cargo liability for any one shipment shall not exceed \$100,000, unless TLC is notified by Customer of the increased value at the time of tendering of the shipment with the TLC, and TLC accepts the tender as such.

Claimants have the legal obligation to mitigate claims and reduce the damage as much as possible. This may be accomplished by:

- a) Repair – claims for repair should reflect only the claimant's cost for parts & labor
- b) Sorting – should only be filed after damaged and undamaged pieces have been sorted through to reduce the quantity being claimed
- c) Sale/Salvage – sale through the most profitable means available, claim would then reflect the difference of the claim amount and the amount recovered through sale
- d) Any other means resulting in a reduction in the claim equal to or greater than that which the carrier may have obtained through salvage of the goods.

All Other Claims: The Parties shall notify each other of all known material details of claims within thirty (30) 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, or arbitration, if any, shall be commenced within two (2) years from the date either Party provides written notice to the other Party of such a claim.

11. **INDEMNIFICATION.** Customer shall indemnify TLC for any loss, damage, injury, liability, expense, cost (including reasonable attorney's fees), fines, penalties, actions and claims, including, but not limited to, claims for injuries to persons (including death), for damage to property, and for damage to third parties arising out of Customer's negligence, wrongful act or omission, failure to comply with the law and/or failure to comply with these Terms & Conditions.

12. **SURVIVABILITY.** In the event that the operation of any portion of these Terms & Conditions result in a violation of any law, or any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the Customer & TLC agree that such portion or provision shall be severable and that the remaining provisions of the Terms & Conditions shall continue in full force and effect.
13. **NONWAIVER.** Failure of either Customer or TLC to insist upon performance of any of these Terms & Conditions, or to exercise any right or privilege herein, or the waiver of any breach of any of the Terms & 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.
14. **FORCE MAJEURE.** Neither Party shall be liable to the other for failure to perform any of its obligations under these Terms & Conditions during any time in which such performance is prevented by fire, flood, or other natural disaster, war, embargo, riot, civil disobedience, or the intervention of any government authority, or any other cause outside of the reasonable control of the Customer or TLC, provided that either party so prevented uses its best efforts to perform under these Terms & Conditions and provided further, that such party provide reasonable notice to the other party of such inability to perform. Performance obligations of the Customer or TLC may be extended by the amount of delay caused by Force Majeure events, upon mutual agreement.
15. **CHOICE OF LAW AND VENUE.** All questions concerning the construction, interpretation, validity and enforceability of these Terms & Conditions, whether in a court of law or in arbitration, as well as any claim, dispute, or litigation relating to services offered or provided by TLC, shall be governed by and construed and enforced in accordance with the laws of the State of Rhode Island, without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply.