



GENERAL TERMS AND CONDITIONS FOR US/CANADA GROUND TRANSPORTATION SERVICES

(Please Read Carefully)

By requesting transportation services (the “Services”) from PRIME GLOBAL SOLUTIONS, INC., hereinafter as “PGS 360”, the Customer agrees to the following terms and conditions of service (“Terms and Conditions”).

1. DEFINITIONS

“Charges” includes freight and all charges for Services and all expenses, costs, detention, demurrage, and any other money obligations arising out of, or in any way related to the Services or the Goods, and all collection costs for freight and other amounts due from the Customer, including reasonable attorneys’ fees and court costs.

“Customer” means any Person for whom, for whose benefit, or at whose request, PGS 360 directly or indirectly renders transportation services, including all of the Person’s agents, contractors, and/or other representatives, including shippers, importers, exporters, notify parties, carriers, secured parties, warehousemen, buyers and/or sellers, shipper’s agents, insurers and underwriters, break-bulk agents, consignees, holders and assignees of Transport Documents, Storage Documents or other commercial documents, and other similar parties, and any person lawfully acting on behalf of any of those persons. Customer shall give copies of these Terms and Conditions to all such Persons.

“Goods” means articles of every kind and description, including their packaging, containers, or other shipping units or materials, as to which Customer desires for PGS 360 to perform or arrange Services.

“Laws” means each present and future law, statute, code, rule, regulation, ordinance, rule of law, principle of law, order, decree, judgment, guidance, or the equivalent enacted, ratified, adopted, promulgated, or issued by an applicable Governmental Unit, and all international conventions ratified by the United States.

“Less Than Truckload (LTL) Shipment” Shipments up to fourteen (14) pallets and/or 14,999 pounds.

“Person” means any natural person, firm, partnership, joint venture, corporation, or any other legal entity.

“Services” includes ground transportation, that PGS 360 may perform or arrange for the Customer.



“Transport Document” means a bill of lading, waybill, cargo receipt, contract of carriage, or other documents issued by PGS 360 evidencing the receipt of goods for carriage.

“Full Truckload (FTL) Shipment or Truckload Shipment” Above fifteen (15) pallets and/or above 15,000 pounds. Up to a maximum of thirty (30) pallets and/or 42,000 pounds.

Terms such as “liability”, “obligation”, and “responsibility” include every duty to pay money, deliver value, provide services, perform an act, or refrain from performing an act.

2. AGREEMENT TO TERMS AND CONDITIONS

By Customer’s request to PGS 360 for the Services, Customer agrees to these Terms and Conditions, which no agent or employee of the parties may alter. By tendering a shipment to PGS 360, Customer agrees to all of the terms and conditions set forth below and to any rates (including fees, charges, and surcharges). This Agreement supersedes and negates any claimed, alleged, or asserted oral or written contract, promise, representation, or understanding between the parties except with respect to any written agreement that expressly references and supersedes this Agreement which other agreement is signed by an authorized representative of both parties after the effective date of this Agreement. If the cargo is tendered pursuant to any bill of lading or any other Transport Document, this Agreement will govern in the event of a dispute between this Agreement and such document except to the extent otherwise mandated by compulsorily applicable law. This Agreement may be modified only by written amendment signed by both Customer and PGS 360. Customer hereby acknowledges and agrees that PGS 360, as a freight forwarder or property broker, may subcontract with underlying service providers in order to arrange for transportation under this Agreement. Customer consents to all such instances of subcontracting. Any subcontractor used by PGS 360 to perform any services under this Agreement including, but not limited to, any carriage covered by a bill of lading or similar document, will be entitled to all limitations and exclusions to and from liability and all other protections to which PGS 360 is entitled pursuant to this Agreement. Customer acknowledges and agrees that when PGS 360 arranges for all-ground transportation by motor carrier, PGS 360 shall be deemed to be operating as either a property broker or a trucking company. Customer understands and agrees that when PGS 360 is a property broker with such operating authority from the Federal Motor Carrier Safety Administration—docket number MC-152-B.

3. APPLICABILITY

The provisions of this document apply to domestic shipping in the United States of America and Canada.

4. CUSTOMER’S OBLIGATIONS

Customer shall comply with all federal, state, local, and foreign laws applicable to the Goods, including all customs, import, export, and re-export laws. Customer shall furnish such information and complete and attach to the bill of lading or other shipping documents such documents as are necessary to comply with such laws. Customer shall ensure that each package is accurately and



completely described on the shipping document, is properly marked, and addressed, is packaged adequately to protect the enclosed Goods to ensure safe transportation with ordinary care in handling, and, except as noted in writing, is in good order and condition. If Customer wishes to tender Goods requiring special care or handling, including shipments requiring temperature control, then Customer must give written notice to PGS 360 of such requirements and must obtain the written agreement of PGS 360 to comply with such instructions before Customer's tender of Goods for such Services. PGS 360 shall have no obligation to comply with any special handling instructions unless PGS 360 expressly agrees in writing before performing or arranging such Services. For Goods requiring temperature control, Customer shall provide PGS 360 with appropriate temperature ranges and shall ensure that the Goods are at the appropriate temperature at the time of tender. PGS 360's sole obligation as to requests for temperature-controlled service shall be to arrange for transportation in cargo holds or containers that are set within appropriate temperature ranges. In no event shall PGS 360 have any responsibility for the packaging of such Goods and shall have no obligation to open any packaging or otherwise ensure that the contents or temperatures of any package Customer tenders remain within appropriate ranges. PGS 360 shall have no duty to remove or replace any cold packs or other devices included in shipment packaging for the purpose of maintaining approved temperature ranges. Customer understands and agrees that PGS 360 may reject, abandon, or release any Goods consigned to PGS 360 that it has declared to be unacceptable or that Customer has undervalued for customs purposes or misdescribed on the shipping documents, whether intentionally or otherwise, without incurring any liability to Customer.

Customer agrees to indemnify and defend PGS 360 from all claims, damages, fines, losses, and expenses, including reasonable attorneys' fees, arising from a failure to comply with this section. Customer represents, warrants and covenants the accuracy, sufficiency, and completeness of all documents and information furnished to PGS 360 by or for Customer. PGS 360 has no duty to inquire into the accuracy, sufficiency, or completeness of any documents or information and in no instance shall be charged with information that Customer fails to give in writing. PGS 360 may rely on all documents and information furnished to PGS 360.

Customer represents, warrants and covenants that it is and will remain in compliance with all applicable Laws, including anti-corruption Laws such as the U.S. Foreign Corrupt Practices Act ("FCPA"); the U.S. Export Administration Regulations ("EAR") administered by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"); the International Traffic in Arms Regulations ("ITAR") administered by the U.S. State Department's Directorate of Defense Trade Controls ("DDTC"); the U.S. Anti-Boycott regulations, and the various U.S. economic sanctions programs administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), and that the information the Customer provides to PGS 360 in connection with Customer's compliance with all such applicable Laws is true and complete. Customer shall also comply with all applicable Laws of any country or other jurisdiction to, from, through, over or in which any goods may be carried, including all applicable Laws relating to the marking, packing, carriage, storage, clearance or delivery of the goods. Customer represents, warrants and covenants that the export jurisdiction and classification of all goods is correct and that it shall immediately notify PGS 360 in writing of any changes to such information. Customer further represents, warrants and covenants that all goods are properly marked, addressed, and packaged to withstand ocean transport, air transport, and ground transport. PGS 360 is not liable to Customer for loss, damage,

expense or delay due to the Customer's failure to comply with these Terms and Conditions. Customer shall indemnify and hold PGS 360 harmless against any and all claims, losses, or damages arising from the conduct of Customer or any of its officers, directors, employees, agents, owners or other Persons working for or with Customer under these Terms and Conditions that constitutes a violation of the Customer's obligations, representations, warranties and covenants contained herein.

5. HAZARDOUS MATERIALS AND DANGEROUS GOODS

All Customer's packages containing hazardous materials/dangerous goods shall be limited to the materials and quantities authorized for transportation under the U.S. Department of Transportation hazardous materials transportation regulations (49 C.F.R. Parts 171, 172, and 173), (the "Regulations") and any other rules and regulations applicable to such shipments. Customer and its agents shall comply with the Regulations regardless of the Goods routing or mode of transportation. Each shipment requiring a Customer's Declaration for Dangerous Goods under the Regulations shall be accompanied by properly executed documents in conformance with the requirements of the Regulations. If a shipment contains hazardous materials/dangerous goods, then the Goods shall be – and Customer certifies that they are – fully and accurately described on the bill of lading or other shipping document by proper shipping name and are classified, packaged, marked, and labeled, and in proper condition for carriage by air (or, if tendered for other mode of transportation, then for carriage by such other mode) according to the Regulations and any other applicable national governmental regulations. Customer declares that all of the applicable transport requirements have been met.

6. LIMITATIONS ON LIABILITY, U.S. DOMESTIC SHIPMENTS. Subject to Section 8 (Maximum Liability)

Ground Shipments. For any shipments transported by motor carrier, Customer agrees that PGS 360 shall only be liable for damage, loss, or delay resulting from its negligence or fault and that its liability is limited to least of the following:

The actual cost of the goods damaged, lost, or delayed; up to U.S. \$5.00 per pound, but not less than U.S. \$2.00 per pound, multiplied times number of pounds that are actually damaged, lost, or delayed.

Goods may be entrusted to third parties subject to all conditions as to limitations of liability for loss, damage, expense or delay and to all rules, regulations, requirements and conditions appearing in Transport Documents, Storage Documents, receipts, tariffs, or other documents issued by such Persons. PGS 360 has no additional liability for any loss, damage, expense, or delay caused by the acts or omissions of third parties.

Unless the Services are delayed by reason of the negligence or other fault of PGS 360, it shall have no liability for any loss, damage, or expense Customer may incur or pay because of such delay. If



PGS 360 were to cause a delay because of its negligence or other fault, then PGS 360's liability shall nevertheless be limited under these Terms and Conditions.

7. MAXIMUM LIABILITY

The Customer agrees that the maximum total of PGS 360's liability towards the customer for any charges, claims, damages, liabilities, judgments, costs, expenses, payments, losses of any kind, and in general, any event a cap of \$250,000.00 limit applies.

8. LIABILITIES NOT ASSUMED

(a) PGS 360 SHALL NOT BE LIABLE for Customer' acts or omissions, including improper packing, securing, marking, or addressing; loss or damage to Goods not acceptable for transport or prohibited items; loss, damage, or delay caused by events PGS 360 cannot control, including electrical or magnetic injury, erasure, acts of God; public authorities acting with actual or apparent authority; strikes; labor disputes; weather; mechanical failures; aircraft failures; unavailability, in whole or in part, of fuel; civil commotions; acts or omissions of customs or quarantine officials; the nature of the freight or any of its defects; public enemies; hazards incident to a state of war; acts of terrorism; and by acts, defaults, or omissions of Customer under these Terms and Conditions.

(b) PGS 360 SHALL NOT BE LIABLE for consequences of failure to pick-up, transport, or deliver any Goods by a specific date or a specific time, regardless of the cause of such delay.

(c) PGS 360 SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING AS TO LOSS OF PROFITS, INCOME, UTILITY, INTEREST, OR LOSS OF MARKET, WHETHER OR NOT PGS 360 HAD KNOWLEDGE THAT SUCH DAMAGE MIGHT OCCUR.

(d) PGS 360 SHALL NOT BE LIABLE in any event for damage to electronic or photographic images or recordings in any form.

9. Force Majeure

PGS 360 is not liable for loss, damage, expense, delay, or nonperformance resulting in whole or in part from circumstances beyond the control of PGS 360, including: (i) acts of God, including flood, earthquake, storm, hurricane, power failure or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) incidents or deteriorations to means of transportation; (iv) embargoes; (v) civil commotions or riots; (vi) defects, nature or inherent vice of the goods; (vii) acts, breaches of contract, or omissions by Customer or any other Person who may have an interest in the goods; (viii) acts by any Governmental Unit, including denial or cancellation of any import, export or other necessary license; or (ix) strikes, lockouts, slowdowns or other labor conflicts.

10. CLAIMS

The following provisions apply to all claims for loss, damage, delay, or shortage:

(a) Customer shall give PGS 360 notice of any potential claim within seven (7) days of delivery. Actual claim of any damage, shortage, or loss must be submitted in writing within thirty (30) days after delivery of the Goods.

(b) The notice of claim shall include complete consignor and consignee information, the bill of lading, or shipment reference number, the date of the shipment, the number of the pieces, and the shipment's weight. Customer understands and agrees that the consequence of its failure to provide a timely written notice of claim is that Customer's action against PGS 360 will be barred.

PGS 360 is not obligated to process any claim until Customer has paid all Charges as to the Goods at issue. Customer understands and agrees that it has no right to deduct, and it shall not deduct a claim amount from any Charges or from any outstanding balance owed PGS 360 without the prior written approval of PGS 360. Customer shall retain and make available for PGS 360's inspection. All original shipping containers, packages, and contents. Except as these Terms and Conditions state otherwise, the receipt of the Goods by the consignee without written notice of damage on the waybill or delivery receipt shall be construed as prima facie evidence that the Goods were delivered in good condition.

For claims involving concealed damage not discovered at the time of delivery, Customer or consignee shall notify PGS 360 as promptly as possible after the discovery of the damage, and in any event, not less than seven (7) days after the date of delivery. Customer's failure to provide such notice shall result in a presumption that the loss or damage so noted occurred subsequent to delivery, which presumption may only be overcome by clear and convincing evidence to the contrary. Under no circumstances shall PGS 360 be liable for loss of or damage to external shipping containers used in the transportation of the Goods. Failure of Customer to comply with the notice provisions shall bar any lawsuit against PGS 360.

11. MATERIAL NOT ACCEPTABLE FOR TRANSPORT

Unless otherwise expressly provided in a separate written agreement signed by both Customer and PGS 360, and subject to any conditions or restrictions in such writing, the following articles shall not be accepted for carriage: any shipment prohibited by law; blood, urine, bodily fluids, and other diagnostic specimens; firearms; fireworks; tobacco products; plants and plant materials; fragile items; live animals; animal remains; shipments requiring special licenses for their transportation; original works of art; antiques; bonds; collectible stamps; coins of any kind; currency; currency equivalents; furs; fur clothing; gems or stones (cut or uncut); industrial diamonds; gold or silver jewelry; pearls; precious metals; negotiable securities; time-sensitive written material (such as: contract bids; proposals; when the declared value exceeds U.S. \$0.50 per pound; household goods or personal effects; one-of-a-kind articles or models, Prototypes; and anything with an unusual or extraordinary value. PGS 360 shall not be liable for any loss, damage, delay, liabilities, or penalties resulting from the transportation of any of the above articles, however, described or misdescribed



in the shipping documents. PGS 360 reserves the right to reject any shipment for any reason, including because of safety or security concerns. The value of shipments involving documents, records, and data records, without limitation as to the type, including electronic or paper hard copy, shall be limited to the value of the actual media upon which it is contained. As such, electronic records will be considered of no greater value than the lesser of the cost to repair, cost to replace, actual value, released value or declared value of the tape, disc, or other media being transported. Further, no costs, expenses, or claims of any nature will be assumed or accepted for the replication, duplication or recreation of lost data. In the case of paper documents, the value shall be limited to the value of the paper without reference to any legal rights or obligations evidenced in such documents. The above limitations shall apply regardless of declarations made or documentation on any shipment paperwork.

12. SUBSTITUTION OF ROUTING, MODE, CARRIER, OR EQUIPMENT

Customer authorizes PGS 360 to select any shipment routing, alternative carrier, alternative mode of transport, or equipment regardless of what the shipping documents state, for any reason, to attempt to meet the service level Customer has requested, including any express motor carrier or other company to transport such shipment, and PGS 360's obligation is limited to delivery of Customer's shipment to any such company.

13. PRICING AND ACTUAL/DIMENSIONAL WEIGHT

Rates and charges for the carriage of the shipment by PGS 360 shall be as established by separate agreement in writing by the parties prior to shipment. Air freight shipments shall be based on actual or dimensional weight, whichever is greater. Dimensional weight is calculated by dividing the cubic inches (Length X Width X Height) by 194 for domestic shipments or by 166 for international shipments.

14. PAYMENT AND CREDIT TERMS.

PGS 360's standard payment terms require receipt of payment before performance of services. PGS 360 may in its sole discretion extend credit to Customer. The amount and terms of credit are subject to PGS 360's periodic review. PGS 360 may in its sole discretion increase, decrease, suspend or revoke credit at any time for any reason and without advance notice. Except to the extent PGS 360 otherwise agrees, PGS 360 has no obligation to make or incur any expense, guarantee or advance for any purpose.

15. QUOTATIONS NOT BINDING

Quotations by PGS 360 are for informational purposes only and are subject to change without notice. No quotation binds PGS 360 unless PGS 360 agrees to handle or transport the goods at specific rates and payment terms.

16. LIABILITY FOR CHARGES AND CLAIMS

All Persons within the definition of “Customer” shall be jointly and severally liable (a) for all unpaid Charges, as well as any costs PGS 360 may incur in returning the shipment to Customer or warehousing the shipment pending disposition; and (b) to pay or indemnify PGS 360 for all claims, fines, penalties, damages, costs, or other sums that PGS 360 may incur or pay arising out of or in connection with Customer’s (including its agents’ or employees’) negligence, gross negligence, willful misconduct, other culpable acts or omissions, and any breach or violation of these Terms and Conditions.

17. INTEREST AND FEES ON PAST DUE ACCOUNTS

Customer agrees to pay interest of 1.5% per month that accrues on the past-due principal, plus collection costs added to the principal and accrued interest, plus attorneys’ fees added to the principal, accrued interest, and collection costs, regarding any Charges owed to PGS 360. If PGS 360 files suit, a suit fee applies and PGS 360 shall be entitled to reimbursement of all of its court costs.

18. INTELLECTUAL PROPERTY.

PGS 360’ intellectual property provided, demonstrated or used in connection with any services, including databases, software, web pages, programs, processes and procedures, reports, manuals, presentations, patents, trademarks, copyrights, trade secrets, service marks, know-how and any other similar rights or intangible assets recognized under applicable Law (all of the foregoing, including source codes and similar information, “Intellectual Property”), was developed and maintained at great expense, is of great value to PGS 360, is confidential and proprietary, and shall remain the sole and exclusive property of PGS 360 at all times. Without PGS 360’s prior written consent, Customer shall neither directly nor indirectly attempt to or actually disclose, use, re-create, duplicate, decode, alter, change, disassemble, decompile, or reverse engineer any Intellectual Property. Customer acknowledges and agrees that a violation of any of the foregoing shall cause irreparable harm to PGS 360.

19. DATA PRIVACY

Customer represents, warrants and covenants that it complies with all applicable privacy and data protection Laws with respect to information (“Customer Data”) about contacts or clients of Customer or about other Persons that Customer provides to PGS 360 to enable PGS 360 to perform services. With respect to Customer Data, Customer acts as a “data controller” or similar term under applicable Law. Customer further represents, warrants and covenants that it has obtained the proper consent from all data subjects to the disclosure and transfer of Customer Data to PGS 360. In providing services to Customer, PGS 360 may be required to share Customer Data with Governmental Units and may process Customer Data and thus act as a “data processor” or similar term under applicable Law with respect to such data and will process Customer Data in accordance with lawful instructions from Customer. PGS 360 may use Customer Data as part of its Customer account opening, general administration process (e.g., in order to carry out compliance, financial checks, invoicing, or debt



recovery), and otherwise in performing services. The information may be transferred to or accessible from PGS 360's offices around the world.

20. LIEN RIGHTS

PGS 360 shall have a general lien on all documents and shipments of Customer in PGS 360's actual or constructive possession or control for monies owed to PGS 360 with regard to the shipment on which the lien is claimed, prior shipment(s), or both. In the event, PGS 360 exercises its lien, it shall notify Customer of the exact amount of monies due from Customer. PGS 360 shall also notify Customer of all other Charges accruing on shipments subject to PGS 360's lien. PGS 360 shall release its lien upon receipt of payment by Customer of the total amount due. If Customer does not pay PGS 360's lien within fifteen (15) calendar days of PGS 360's exercise of the lien, then PGS 360 shall have the right, but not the obligation, to sell such shipment(s) at public or private sale or auction without further notice to Customer.

21. SEVERABILITY; NON-WAIVER

If any provision of these Terms and Conditions shall for any reason be held to be invalid or unenforceable, then the remainder of the Terms and Conditions shall be unaffected and remain in effect. No waiver by any party of any breach or default under these Terms and Conditions shall be deemed to be a waiver of any other breach or default under these Terms and Conditions.

22. TIME FOR SUIT

Customer understands and agrees that PGS 360 shall be discharged from all liability to Customer as to any Carriage or Services that the Broker has provided or arranged unless Customer files an action in the mandatory venue within one (1) year after the date of delivery of the Goods or from the date on which the Goods should have been delivered. If that one-year time-bar is contrary to any compulsorily applicable law, then the limitations period of such law will apply. If PGS 360 were to prevail in any legal action connected with the Carriage, Services, or Goods, then PGS 360 will be entitled to recover its reasonable attorneys' fees.

23. MANDATORY LAW, VENUE, AND JURISDICTION

The Parties executing this Agreement acknowledge that a substantial portion of negotiations occurred, and that this Agreement is made and executed, in Los Angeles County, California; and, therefore, each of the Parties hereto irrevocably and unconditionally: (a) agrees that any suit action or legal proceeding arising out of or relating to this Agreement may be brought in the courts of record of the state of California in Los Angeles County, including small claims court or the U.S. District Court of the United States, District of Los Angeles, (b) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any such courts under any statute or law of any jurisdiction, (c) agrees that California law shall govern the interpretation of this Agreement



and the rights and duties of the Parties hereto; (d) agrees that, in addition to remedies available at law, the Parties shall be entitled to equitable relief where an appropriate showing is made, including injunction and specific performance in the event of breach of this agreement, and no bond shall be required; and (e) agrees that the prevailing Party in any litigation shall be entitled to reasonable attorney fees and costs of litigation.

Approved by: Mike Katyal
Signature: DocuSigned by:
Mike Katyal
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Effective Date: January 17, 2022