TERMS AND CONDITIONS OF CONTRACT

TRUE IMPACT LOGISTICS, LLC | Version 1.0

01 Shipment Tender and Contract Acceptance

In tendering this shipment, the Shipper agrees to these Conditions of Contract, which no agent or employee of the parties may alter, and that this waybill is NON-NEGOTIABLE and has been prepared by the Shipper. The Shipper certifies and represents to TRUE IMPACT LOGISTICS, LLC that the information inserted on the face of this waybill is complete and accurate. It is agreed among the parties involved that the conditions of carriage for this shipment are hereby incorporated into this contract. NOTE: Shipper in this contract means the party from whom the shipment is received, the party who requested the shipment be transported by TRUE IMPACT LOGISTICS, LLC, any party having an interest in the shipment, and anyone that acts as an agent for any of the above.

02 Packaging, Description, and Condition

Shipper warrants that each package in this shipment is properly described on the waybill, is properly marked and addressed, is packaged adequately to protect the enclosed goods to insure safe transportation with ordinary care in handling, and except as noted, is in good order and condition. For articles shipped in unenclosed containers that are adequately packaged and marked to insure safe transportation with ordinary care in handling, TRUE IMPACT LOGISTICS, LLC shall not be liable for damage/loss unless abusive handling and/or loss is evident and is so noted on the delivery receipt at the time of delivery.

03 Delivery Receipts and Exceptions

At the time of delivery, the Consignee must note on the waybill any exceptions to the shipping containers that would indicate a discrepancy (i.e., shortage in the shipment, damage to the containers or possible damage to the contents of the containers). The Consignee may not inspect the contents of the shipping containers until the Consignee signs for the shipment on the delivery receipt. NOTE: Such notations as "subject to inspection" and "subject to recount" are not exceptions. NOTE: A shipment in which delivery is made in exchange for a clear delivery receipt shall be prima facie evidence of having received ordinary care in handling.

04 Cargo Security and Records

Cargo items tendered for transportation are subject to security controls by carriers, and when appropriate, other government regulations. Copies of all relevant consignee, consignor, description, and other relevant data will be retained on file until the cargo completes its transportation.

05 Claims and Filing Requirements

All claims for loss, damage, or delay are governed by the Carmack Amendment, 49 USC 14706 and 49 CFR 370 et seq., Claims shall be filed in writing within 9 months of shipment delivery or in the case of non-delivery, within 9 months of the shipment date. Claims for overcharge, undercharge, but excluding concealed loss/damage claims, must be received in writing by TRUE IMPACT LOGISTICS, LLC within one hundred eighty (180) days after receipt of TRUE IMPACT LOGISTICS, LLC's original bill and shall be governed by 49 CFR 378, 49 USC 13710, and 49 USC 14705. Concealed loss/damage claims (i.e., claims for loss or damage discovered by the Consignee after delivery and after a clear receipt has been given) must be received in writing by TRUE IMPACT LOGISTICS, LLC within seventy-two (72) hours after delivery, or if perishables, verbally within twenty-four (24) hours. TRUE IMPACT LOGISTICS, LLC must be allowed to make inspection of the shipment and its container(s) and packaging material(s) at the delivery location shown on this waybill within 15 days after receipt of such notice. NO CLAIMS WILL BE PROCESSED UNTIL ALL TRANSPORTATION CHARGES HAVE BEEN PAID. Claims may not be deducted from transportation charges and no claims may be deducted from any charges owed TRUE



IMPACT LOGISTICS, LLC. Legal action to enforce a claim must be brought within one year after the claim has been denied in writing by TRUE IMPACT LOGISTICS, LLC, in whole or in part.

06 Cargo Liability Limits

TRUE IMPACT LOGISTICS, LLC's liability, in the absence of a higher declared value for carriage is agreed to by the parties in writing, is limited to a minimum of $50.00 per shipment or $0.50 per pound, per piece, whichever is greater, of cargo lost, damaged, misdelivered, destroyed, or otherwise adversely affected. Declared values for carriage in excess of $0.50 per pound, per piece, shall be subject to an excess valuation charge. All declared value charges are payable regardless of the presence of the Shipper's signature on TRUE IMPACT LOGISTICS, LLC's waybill. Customer-specific policies are available upon request.

07 Declared Value Calculation

Unless each piece of the shipment has a declared value stated and is specifically identified on the TRUE IMPACT LOGISTICS, LLC waybill at the time of shipment and is so identified on the TRUE IMPACT LOGISTICS, LLC waybill as being lost, damaged, misdelivered, destroyed, or otherwise adversely affected at the time of delivery, TRUE IMPACT LOGISTICS, LLC shall be liable subject to tariff provisions in effect at the time of the shipment for the average declared value of the shipment multiplied by the packaged weight of the piece(s) adversely affected. The average declared value of the shipment shall be determined by dividing the total declared value of the shipment by the total weight of the shipment.

08 Exclusions and Consequential Damages

TRUE IMPACT LOGISTICS, LLC shall not be liable for loss, damage, delay, or penalties caused by: acts of God; public authorities acting with actual or apparent authority; strikes; labor disputes; weather; mechanical failures; aircraft failures; civil commotions; acts or omissions of customs or quarantine officials; the nature of the shipment or any defects thereof; public enemies; hazards incident to a state of war; acts of terrorism; and by acts, defaults, or omissions of the Shipper or Consignee for failure to observe the Terms and Conditions of Contract contained in this waybill, including, but not limited to improper packaging, marking, waybill information, and the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions as outlined below. TRUE IMPACT LOGISTICS, LLC SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, INCOME, INTEREST, UTILITY, OR LOSS OF MARKET, WHETHER OR NOT TRUE IMPACT LOGISTICS, LLC HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

09 Rates and Dimensional Weight

Rates and charges for this shipment will be based on actual or dimensional weight, whichever is greater. DIMENSIONAL WEIGHT FACTOR SHALL BE 194 FOR GROUND SHIPMENTS UNLESS OTHERWISE AGREED TO IN WRITING. DIMENSIONAL WEIGHT FACTOR FOR DOMESTIC AIR SHIPMENTS SHALL BE 166.

10 International Shipments

If this is an international shipment, liability rules under the Warsaw Convention and/or the Montreal Convention shall apply. TRUE IMPACT LOGISTICS, LLC accepts this waybill as a Shipper's Letter of Instruction with authorization to prepare and sign on the Shipper's behalf an international waybill.

11 Collect on Delivery (C.O.D.)

C.O.D. amounts must be paid to the Carrier by cashier's check, certified check, money order, or if authorized by the Shipper in writing or by endorsement on the face of this waybill. TRUE IMPACT LOGISTICS, LLC will accept the Consignee's check made payable to the Shipper (see below for cash limitations). The sole responsibility of TRUE IMPACT LOGISTICS, LLC shall be to secure the appropriate financial instrument as requested by the Shipper, and to exercise due

care and diligence in forwarding it to the Shipper. TRUE IMPACT LOGISTICS, LLC is not a guarantor of the validity of the financial instrument.

12 Carrier and Routing Selection

TRUE IMPACT LOGISTICS, LLC shall have the right to (i) substitute alternate carriers or other means of transportation; and (ii) select the routing or deviate from that shown on the face hereof.

13 Shipment Inspection

This shipment is subject to inspection by TRUE IMPACT LOGISTICS, LLC; however, TRUE IMPACT LOGISTICS, LLC is not obligated to perform such inspection.

14 Payment Terms and Late Charges

All invoices not paid in full within thirty (30) days of invoice date will be subject to a charge of two percent (2%) per month of total invoice balance. Customer's specific policies are available upon request.

15 Unpaid Charges, Indemnification, and Undeliverable Freight

The Shipper, the Consignee, and their agents shall be liable jointly and severally for all unpaid charges associated with this shipment pursuant to this contract and to pay or indemnify TRUE IMPACT LOGISTICS, LLC for claims, fines, penalties, damages, costs (i.e., storage, handling, reconsignment, return of freight to Shipper, etc.), or other sums which may be incurred by TRUE IMPACT LOGISTICS, LLC by reason of any violation of this contract or any other default of the Shipper or Consignee or their agents.

In the event of the failure or inability of the Consignee to take delivery of the shipment, TRUE IMPACT LOGISTICS, LLC will notify the Shipper at the address shown on this waybill and request disposition instructions. If the Shipper fails to provide disposition instructions within thirty (30) days after the date of TRUE IMPACT LOGISTICS, LLC's notice, TRUE IMPACT LOGISTICS, LLC will return the shipment to the Shipper at the Shipper's expense. If the Shipper fails to accept delivery of a shipment thus returned, TRUE IMPACT LOGISTICS, LLC may, upon thirty (30) days' notice to the Shipper, dispose of the shipment at public or private sale and pay out of the proceeds to satisfy the transportation charges owing on the shipment. Any sums collected by TRUE IMPACT LOGISTICS, LLC in excess of such transportation and/or other associated charges will be paid to the debtor. No sale pursuant to this rule will discharge any liability or lien to any greater extent than the proceeds thereof. The Shipper, the Consignee, and their agents shall remain liable, jointly and severally, for deficiency.

16 Governing Law and Disputes

This Agreement shall be governed in accordance with the general principles of transportation laws and the laws of the State of Illinois, where jurisdiction and venue shall apply. Any lawsuit shall be brought in a Court of competent jurisdiction in Lake County, Illinois. To the extent that TRUE IMPACT LOGISTICS, LLC is the prevailing party in any litigation, TRUE IMPACT LOGISTICS, LLC shall be entitled to attorneys' fees and costs.