

TERMS AND CONDITIONS OF SERVICE

1. **Agreement; Publication.** By requesting or accepting goods or services from GreenMile Freight Solutions (GMFS), and/or its subsidiaries, related companies, affiliates, and agents (collectively, “**GMFS**”), the Customer agrees to these terms and conditions (“**Terms and Conditions**”). These Terms and Conditions of service constitute a legally binding contract between GMFS and the Customer and form a part of and are fully incorporated in any application, bill of lading, request for booking, supplement to application or request for booking, or similar document, offer, instrument, or agreement between GMFS and Customer that refers to or makes available these Terms and Conditions. GMFS may from time to time change these Terms and Conditions. Any changes are effective immediately upon publication on our website at <https://greenmilelogistics.com/>.

2. **Definitions.** Certain terms defined below shall have the meanings in these Terms and Conditions as set forth below. Terms defined elsewhere in these Terms and Conditions shall have the meanings given to them where defined.

- “**Air Transport Regulations**” means U.S. Department of Transportation hazardous materials transportation regulations (49 C.F.R. Parts 171, 172, and 173) and the current edition of the International Air Transport Association (IATA) Dangerous Goods Regulations.
- “**Air Transport Requirements**” means the Air Transport Regulations and any other rules, regulations, laws, or other guidance provided by a Governmental Authority with respect to the air transport of goods.
- “**Customer**” means the person or entity for which GMFS or any GMFS Provider is rendering the Services or underlying services, and such person or entity’s agents, representatives, including, but not limited to, suppliers, vendors, shippers, customers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper’s agents, insurers and underwriters, break-bulk agents, and consignees.
- “**Dangerous Goods**” means (i) with respect to goods shipped by sea, the meaning set forth in the International Maritime Dangerous Goods Code published by the International Maritime Association, as may be amended, restated, supplemented, or otherwise modified from time to time, and (ii) with respect to goods shipped by air, items that may endanger the safety of an aircraft or persons on board the aircraft, including restricted articles, hazardous materials and dangerous cargo, as may be further set forth in the Air Transport Regulations.
- “**Dry Goods**” means goods that are purely solid and dry.
- “**Governmental Authority**” means the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.
- “**Montreal Convention**” means the Convention for Unification of Certain Rules for International Carriage by Air, signed at Montreal on 28 May 1999.
- “**GMFS Providers**” means any of GMFS’s service providers or partners that GMFS contracts with as a broker or in a similar capacity to carry out any of the

Services or underlying services that are the business of such service providers or partners.

- **“Warsaw Convention”** means, (a) the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, 12 October 1929, or (b) that Convention as amended at The Hague, 28 September 1955, or (c) that Convention as amended at The Hague 28 September 1955 and by Montreal Protocol No. 1, 2, or 4 (1975), whichever may be applicable.

3. **GMFS** (a) is operating as a broker of motor carrier transportation (and not as a motor carrier) duly licensed by the Federal Highway Administration when providing services for shipment by motor carrier; (b) is operating as a non-vessel-operating common carrier (NVOCC) pursuant to its Ocean Transportation Intermediary (OTI) license issued by the United States Federal Maritime Commission when providing services by ocean vessel; (c) is operating as a shipper's agent when providing services for shipment by rail; (d) is operating as an air and ocean freight forwarder when providing services for shipment by air or ocean; (e) is acting as a liaison agent for the Customer to handle (when handling/providing) their customs clearance and pay all freight, duties, demurrage, detention, per diem, pier pass and all and any charges related to import and transportation charges; (f) is acting as a broker of warehousing and distribution services (and not a provider of such services) when making available to a Customer such warehousing services; (g) is acting as a broker of freight insurance, rider insurance, or cargo insurance (and not a provider of such services) when making available to a Customer such services; and (h) is acting as a trade finance broker when (and not a provider of such services) making available to a Customer such services (collectively, clauses (a)-(h), the **“Services”**).

4. **Notice of Terms and Conditions.** It is the responsibility of the Customer, and Customer agrees, to provide notice and copies of these Terms and Conditions to all its agents or representatives

5. **Customer's Obligations.** Customer shall:

- cooperate with GMFS and the GMFS Providers in all matters relating to the Services;
- respond promptly to any GMFS or GMFS Provider request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for GMFS or the GMFS Providers to perform Services;
- provide such Customer materials or information as GMFS or the GMFS Providers may request to carry out the Services in a timely manner and ensure that such Customer materials or information are complete and accurate in all respects; and
- obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

6. **Third Parties; GMFS Providers.** GMFS shall use reasonable care in its selection of third parties and GMFS Providers in connection with the Services and any engagements underlying the Services. GMFS's selection of third parties and GMFS Providers shall not be deemed a representation or warranty by GMFS, nor does GMFS assume liability for, any action or inaction by such third parties or GMFS Providers. Without limitation, GMFS shall not be liable

for any damages, losses, or claims arising from or related to such third parties or GMFS Providers.

7. **Taxes.** The Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by the Customer.

8. **Dry Bookings.** When Customer places a request with GMFS for transportation of Dry Goods, Customer confirms, represents and warrants, and agrees, as a Customer and in the Customer's capacity as the shipper, exporter, importer, sender, receiver, owner, consignor, consignee, transferor and/or transferee, of such Dry Goods that:

- The Dry Goods are not Dangerous Goods and have not otherwise been incorrectly declared.
- The Dry Goods are safe for carriage by sea and are packed and loaded in accordance with the Code of Practice for Packing of Cargo Transport Units published in 2014, as may be amended, restated, supplemented, or otherwise modified from time to time.
- The carrier is entitled to open and/or scan any package or container at any time and to inspect the contents.

9. **Dangerous Goods Bookings.** When Customer places a request with GMFS for the transportation of any Dangerous Goods, Customer confirms, represents and warrants, and agrees, as a Customer and in the Customer's capacity as the shipper, exporter, importer, sender, receiver, owner, consignor, consignee, transferor and/or transferee, of such Dangerous Goods that:

- The Dangerous Goods are declared correctly in accordance with the requirements, definitions and/or classifications in the International Maritime Dangerous Goods Code 2016, as may be amended, restated, supplemented, or otherwise modified from time to time.
- The Dangerous Goods are safe for carriage by sea and packed and loaded in accordance with the Code of Practice for Packing of Cargo Transport Units 2014, as may be amended, restated, supplemented, or otherwise modified from time to time.
- The carrier is entitled to open and/or scan any package or container at any time and to inspect the contents."

10. Reliance on Information Furnished.

- The Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs and Border Protection, other Governmental Authorities, and/or third parties, and will immediately advise GMFS of any errors, discrepancies, incorrect statements, or omissions on any document or declaration the Customer files or is filed on the Customer's behalf;
- In preparing and submitting importer security filings, customs entries, export declarations, classifications, applications, documentation and/or export data to any Governmental Authority and/or a third party, document management and tracking shipments or goods for the Customer, GMFS relies on the correctness and

completeness of all documentation, whether in written or electronic format, and all information furnished by the Customer and third-party data sources.

- The Customer shall use reasonable care to ensure the correctness and completeness of all such information it directly or indirectly supplies and shall indemnify and hold GMFS and GMFS Providers harmless from any and all claims asserted and/or liability or losses suffered by reason of any incorrect, incomplete or false statement supplied by Customer to GMFS or GMFS Providers.
- The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to submit an importer security filing, import, export or enter any goods.

11. Payment and General Lien on Property. The Customer hereby pledges, assigns, and grants GMFS a general and blanket lien on any and all property (and documents relating thereto) of Customer in GMFS's or GMFS Providers' actual or constructive possession, custody or control or *en route*, for all claims, charges, expenses or advances incurred by GMFS in connection with any shipments of Customer or storage of goods on behalf of the Customer, even if previously delivered by GMFS or GMFS Providers, including, without limitation, any amounts held as a security deposit, and if such claim remains unsatisfied for thirty (30) days after demand for its payment is made, GMFS may dispose of, sell at public auction or private sale, upon ten (10) days' written notice, sent via certified or registered mail with return receipt requested from the Customer, the goods, wares and/or merchandise, or so much thereof as may be necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of any amount due to GMFS or GMFS Providers. If the cargo is disposed of, sold, or auctioned and funds are collected against the cargoes, the Customer acknowledges that the Customer is responsible for any deficit and will pay GMFS any amounts due. Such charges may include, without limitation, cost of demurrage, detention, document fees, processing, storage, disposal, transaction fees, and fees of counsel. The Customer acknowledges that the Customer's responsibility for this payment obligation extends to shipments transferred to any third party, and to shipments that have been abandoned, seized by authorities (including, without limitation, Governmental Authorities), or have not been collected at origin, destination, or are in transit.

12. GMFS as Agent; Power of Attorney. The Customer hereby appoints and authorizes GMFS and the GMFS Providers to act as the "agent" of the Customer for the purpose of performing duties in connection with the Services, importer security filing services, the entry and release of goods, post entry services, the securing of export licenses, the filing of export documentation on behalf of the Customer and other dealings with Governmental Authorities. In the absence of a separate Power of Attorney to GMFS or the GMFS Providers executed by the Customer or the Customer's express written disclaimer or revocation of such power, the Customer appoints GMFS and the GMFS Providers and their respective authorized agents, officers and employees, as the true and lawful agent and attorney-in-fact of the Customer, as customs broker, forwarding agent or in any other related capacity, to make (either in writing, electronically, or by other authorized means), or perform any act, or sign, seal and deliver as the act of the Customer any document required by law, regulation or commercial practice in connection with the importation, transportation, or exportation of any merchandise shipped or consigned by or to Customer including but not limited to acting before any Governmental Authority; perform any act

or condition which may be required by law, regulation, or commercial practice in connection with such merchandise; to effect payment of duties, fees and taxes on behalf of the Customer in connection with the entry or withdrawal of imported merchandise or merchandise exported; to issue powers of attorney on behalf of the Customer of this power of attorney to other customs brokers or freight forwarders to transact customs and/or freight forwarding business on behalf of the Customer; to receive, endorse and collect checks issued for duty, fee and tax refunds, including interest in Customer's name; and generally to transact customs business in any jurisdiction; giving to GMFS and the GMFS Providers full power and authority to do anything whatever requisite and necessary to be done as fully as the Customer could do if present and acting, hereby ratifying and confirming all that GMFS and the GMFS Providers as said agent and attorney-in-fact shall lawfully do by virtue of this authorization.

13. Insurance. Unless requested to do so in writing in sufficient time prior to shipment from point of origin and confirmed to the Customer in writing, neither GMFS nor the GMFS Providers are under any obligation to procure CARGO insurance on the Customer's behalf. Neither GMFS nor the GMFS Providers undertakes or warrants that such insurance can or will be placed. Unless the Customer has its own open marine policy and instructs GMFS to effect insurance under such policy, insurance is to be effected with one or more insurance companies or other underwriters to be selected by GMFS or the GMFS Providers, as applicable. Any insurance placed shall be governed by the certificate or policy issued and will only be effective when accepted by such insurance companies or underwriters. In all cases, the Customer shall pay all premiums and costs in connection with procuring requested insurance. Should an insurer dispute its liability for any reason, the insured shall have recourse against the insurer only and neither GMFS nor the GMFS Providers shall be under any responsibility or liability in relation thereto, notwithstanding that the premium upon the policy may not be at the same rates as that charged or paid to GMFS or the GMFS Providers by the Customer or that the shipment was insured under a policy in the name of GMFS or the GMFS Providers. If for any reason the goods are held in a warehouse, container freight station, third party logistics provider or elsewhere, the same will not be covered by insurance, unless GMFS receives specific written instructions from the Customer and GMFS confirms in writing.

14. Excess Valuation Coverage. Third parties to whom the goods are entrusted may limit liability for loss or damage; GMFS will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefor; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at GMFS's discretion, the goods may be tendered to the third party subject to the terms of the third party's limitations of liability and/or terms and conditions of service.

15. Loss, Damage, or Expense Due to Delay. Unless the Services to be performed by GMFS hereunder are delayed by reason of the gross negligence or willful misconduct of GMFS, GMFS shall not be responsible for any loss, damage, or expense incurred by the Customer related to or caused by such delay. In the event GMFS is at fault as above described, its liability is limited in accordance with the provisions of the "Limitation of Liability for Services" paragraph below.

16. Limitation of Liability for Services. Except as specifically set forth herein, GMFS makes no express or implied warranties in connection with the Services. The Customer acknowledges and understands that the Customer as the importer of record, is solely responsible for any duties, taxes, fees, penalties, liquidated damages, interest, or other charges that may be due upon the products because of their importation into or export from the U.S. or any other country. GMFS SHALL NOT IN ANY CIRCUMSTANCES BE LIABLE FOR PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING FROM LOSS OF PROFIT EVEN IF IT HAS BEEN PUT ON NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. GMFS'S LIABILITY TO THE CUSTOMER SHALL NOT EXCEED THE AMOUNT OF \$500.00. GMFS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY ANY GMFS PROVIDER.

17. Limitation of Liability Per Shipment. In connection with international shipments for which GMFS provides services as a carrier, GMFS's liability shall be subject to limitations as specified by any applicable international carriage of goods convention, as detailed in the "International Carriage of Goods Convention" paragraph below. For all other cases, including shipments within the United States, its Territories, and insular possessions, as well as instances involving international shipments where the terms of an international carriage of goods convention do not apply, the Shipper agrees that GMFS shall not be liable for any loss, damage, expense, or delay to the goods, regardless of the cause, including gross negligence, willful misconduct, or other fault of GMFS, beyond a maximum liability of \$0.50 per pound or \$500.00 whichever is less. In the event of partial loss or damage for which GMFS may be liable, the adjustment shall be made on a pro-rata basis.

18. International Carriage of Goods Convention. If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention or the Montreal Convention as defined herein, may be applicable. These conventions govern, and in most cases limit, the liability of GMFS in respect of loss, damage, or delay to cargo. Under either applicable convention, liability of GMFS by weight may be limited to Section 17, Special Drawing Rights.

19. Air Transport of Dangerous Goods. All packages containing Dangerous Goods shall be limited to the materials and quantities authorized for air transportation under the Air Transport Regulations. The Customer and its agents shall comply with the Air Transport Regulations regardless of the routing or the mode by which the shipment is transported. Each shipment requiring a Shipper's Declaration for Dangerous Goods under the Air Transport Regulations shall be accompanied by properly executed documents in conformance with the requirements of the Air Transport Regulations. If a shipment contains Dangerous Goods, the contents shall be—and Shipper hereby certifies they are—fully and accurately described on the air waybill 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 Air Transport Regulations and any other applicable regulations from a Governmental Authority. The Customer hereby represents, warrants, and declares that all of the applicable Air Transport Requirements have been satisfied.

20. Indemnification/Hold Harmless. The Customer agrees to indemnify, defend, and hold GMFS harmless from any claims and/or liability arising from importer security filing services, the

importation or exportation of the Customer's merchandise, including classification services and/or any conduct of Customer that violates any federal, state and/or other laws of any Governmental Authority or in breach of these Terms and Conditions, and further agrees to indemnify and hold GMFS harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to reasonable attorney's fees that GMFS may hereafter incur, suffer or be required to pay by reason of such claims, including any claims by any third party for freight or other charges, duties, fines, penalties, liquidated damages or other money due arising from services provided to or on behalf of Customer. The confiscation or detention of any goods by any Governmental Authority shall not affect or diminish the liability of the Customer to GMFS to pay all charges or other money due promptly on demand. If any claim, suit or proceeding is brought against GMFS, it shall give notice in writing to the Customer by mail at its address on file with GMFS.

21. Force Majeure. Without limiting any other specific terms and conditions, and expressly in addition to such terms and conditions, GMFS shall not be liable for failure to perform its obligations – including any resulting losses, damages, delays, wrongful or missed deliveries or non-performance, in whole or in part – under these Terms and Conditions if prevented or delayed from doing so because of (i) an act of God, including but not limited to strike, fire, flood, earthquake, storm, hurricane, power failure or other natural disaster; (ii) explosion, civil disturbance, acts of terrorism, epidemic, pandemic, disease, interference by civil or military authority, accident, incidents or deteriorations to means of transportation, labor disputes, labor shortages or slowdowns; (iii) acts by third parties including breaches of contract or omissions by the Customer, any GMFS Provider, consignee and/or such parties' agents or representatives, or anyone else who may have an interest in the shipment; (iv) any defects, nature or inherent vice of the goods; (v) because the continuation of the services would be in violation of any governmental laws, rules, or regulations or would cause or create any material safety, health, or environmental concerns; or (vi) any other causes beyond the reasonable control of GMFS and not intentionally caused by GMFS. The Customer acknowledges that it shall bear the risk of any damages or losses due to force majeure and the responsibility to insure against the same. If GMFS or any GMFS Provider takes steps outside the ordinary course of business to protect customer's goods due to force majeure, the Customer shall pay all charges associated with GMFS's or such GMFS Provider's efforts.

22. No Oral Modification or Amendment. These terms and conditions of service may only be modified, altered or amended in writing signed by both the Customer and GMFS; any attempt to unilaterally modify, alter or amend the same shall be null and void.

23. Attorney's Fees. If the Customer breaches any term of these Terms and Conditions, including the payment of money due pursuant to these Terms and Conditions, the Customer shall pay all costs incurred by GMFS in enforcing the terms of these Terms and Conditions including, but not limited to, reasonable attorney's fees, whether or not legal proceedings are or will be commenced.

24. Governing Law; Consent to Jurisdiction and Venue. These Terms and Conditions and the relationship of the parties shall be construed according to the laws of the State of Texas, without giving effect to conflict of law principles. The Customer and GMFS (a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of Texas located in Collin

County; (b) agree that any action by Customer relating to or arising under these Terms and Conditions or the services performed by GMFS shall only be brought in said courts; (c) consent to the exercise of personal and in personam jurisdiction by said courts over them; and (d) further agree that any action to enforce a judgment may be instituted in any jurisdiction. Notwithstanding the foregoing, if the Customer is a non-U.S. person or has assets which are not continuously stored in the U.S., the Customer hereby further consents, in addition to the jurisdictions listed above, to GMFS bringing any action in any jurisdiction where the Customer or its assets are located or may be located from time to time.

25. Security Deposit. GMFS reserves the right to require the Customer to provide GMFS a security deposit to protect GMFS's from losses incurred in connection with the Services. GMFS may refuse to perform any Services or pause performance of any Services until provision of the security deposit. The security deposit shall be executed by separate written agreement (in form and substance satisfactory to GMFS) between GMFS and the Customer. Any breach of the security deposit agreement shall constitute a breach of these Terms and Conditions and vice versa.