

Terms and Conditions for the Arrangement of Motor Carrier Transportation

These terms and conditions of service (the “Terms and Conditions”) constitute a legally binding contract among the Parties (defined below), and shall apply solely to services provided by Launch Logistics, LLC, on its own behalf and as agent for a Launch Logistics, LLC affiliated company (together “LAUNCH”) for the arrangement of less-than-truckload transportation services in North America and Auxiliary Services described herein. The Terms and Conditions are subject to change by LAUNCH upon posting on LAUNCH’S website from time to time. The most current and controlling version of the Terms and Conditions are published at https://www.launchlogisticsllc.com/uploads/1/3/1/4/131401421/liberty_tariff_governing_rules_regulations_and_scope_of_operation_effective_090120.pdf

1. DEFINITIONS:

- (a) “Auxiliary Services” are those services which are performed prior or subsequent to transportation such as local cartage, loading, unloading, crating, uncrating, packing, unpacking and storage which are requested by Customer and arranged by LAUNCH as an additional service. “Auxiliary Services” shall not include warehousing services or services provided by LAUNCH, of which are governed by separate terms and conditions of service.
- (b) “Bill of Lading” is the reference to the official shipping document, sometimes completed by Customer or in some cases by the Carrier or other authorized person or entity, accepting the Shipment, authorizing LAUNCH to broker the load for carrier to carry the Shipment to said destination, and containing pertinent information about the Shipment such as piece count, weight, quantity, and the like; The Bill of Lading may include, but not be limited to, shipping documents directly referred to and titled as a Bill of Lading, and also other shipping documents commonly used in the industry such as Shippers Letter of Instruction, Air Waybill, Delivery Receipt, etc., which duly authorize LAUNCH to accept the Shipment.
- (c) “Bill to Party” is the person or entity to whom the Bill of Lading instructs LAUNCH to issue the invoice to for the Shipment.
- (d) “Carrier” is the person or entity actually performing the carriage of the Shipment with its own means of transport as the performing carrier, and subject to carrier liability as a result of an express or implied undertaking to assume such liability from the contracting carrier.
- (e) Consignee” is the person or entity listed as the “ship to” party or to whom the Bill of Lading instructs the carrier to deliver the Shipment.
- (f) “Customer” or “Shipper” includes the Person with whom LAUNCH has contracted to arrange to move the Shipment and any Person whom directly benefits from services performed pursuant to the Terms and Conditions.
- (g) “Package” or “Packages” are the customary shipping units as listed on the Bill of Lading including, but not limited to, packages, cartons, pallets, tubes, etc.
- (h) “Parties” include the Customer, the Consignee, the consignor, LAUNCH, and any other Person having a present or future interest in the Shipment or any Person acting on behalf of any of the above-mentioned parties with respect to a Shipment.
- (i) “Person” means any individual, corporation, limited liability company, joint venture, trust, partnership or other entity.

(j) "LAUNCH" means Launch Logistics, LLC, and its affiliated companies, and their respective employees, officers, directors, agents, subcontractors, carriers and independent contractors performing freight brokerage services pursuant to the Terms and Conditions.

(k) "Shipment" is the total of the Packages and their contents listed and described on the Bill of Lading, or as amended in subsequent written documentation provided to LAUNCH.

2. AGREEMENT TO TERMS AND CONDITIONS. In tendering a Shipment to LAUNCH or otherwise engaging the services of LAUNCH in any other fashion, Customer agrees that the version of the Terms and Conditions in effect at the time the shipment is tendered to LAUNCH will apply to the Shipment, its transportation and the Auxiliary Services, which no agent or employee of the Parties may alter. To the extent the Terms and Conditions conflict with a Bill of Lading or other shipping document, the Terms and Conditions shall control. If the services provided are for international air, international ocean, warehousing, or customs brokerage, then the separate terms and conditions for each respective service shall govern and control. Further, except to the extent the Terms and Conditions conflict with any written agreement between the Parties, the Terms and Conditions shall supersede any alleged or asserted oral agreement, promise, representation, or understanding between the Parties.

3. CUSTOMER'S WARRANTY. Customer warrants that each Package and Shipment is properly classified and completely described on the Bill of Lading or other relevant shipping documentation furnished by Customer, that each Package and Shipment is properly marked and addressed, is packaged properly and adequately to protect the contents in the normal course of transportation for surface and air transport, and except as otherwise noted on the Bill of Lading, is in good order and condition. Customer also warrants its compliance with all applicable laws, rules, and regulations including, but not limited to, customs laws, import and export laws, and Hazardous materials laws. Customer shall furnish such information and attach to the Bill of Lading such documents as are necessary to comply with all laws, rules and regulations.

4. QUOTATIONS NOT BINDING. Except as set forth in a written agreement between the Customer and LAUNCH, quotations as to fees, rates of duty, freight charges, insurance premiums or other charges provided by LAUNCH to Customer are for informational purposes only and are subject to change without notice. No quotation shall be binding on LAUNCH unless LAUNCH agrees in writing to undertake the handling of the Shipment at a specific rate accepted by Customer within five (5) business days from the date of the quote. Rates are based on stackable pallets, and shipments must be palletized. Customer understands that quotations are provided to Customer in reliance on the information furnished to LAUNCH at the time the quotation is provided, and are subject to change based on actual weights, commodity, contents, mode of transportation, dimensions, and volumes tendered by the Customer, as well as due to unforeseen or unanticipated costs, occurrences or events which are beyond the control of LAUNCH. Rates are not valid for any residential, inside, or show delivery. If such service is requested, additional charges will apply.

5. RATES AND CHARGES. Rates are in USD and include fuel surcharges, and unless noted in the rate confirmation, rates exclude accessorial charges, custom clearance or other international crossing fees. Except as provided in any written agreement between the parties, rates and charges for Shipments will be based on actual or dimensional weight, whichever is greater.

6. CLAIMS.

(a) Notice of Claims. A timely notice to LAUNCH of a claim in accordance with the requirements set forth in this section is a prerequisite to the institution of a suit pursuant to Section 6 (b) of the Terms and Conditions as follows:

(i) Apparent Damage Upon Delivery. If the loss or damage to a Shipment is apparent at the time of delivery, Consignee must immediately note such loss or damage on the delivery receipt or other documentation or platform utilized to sign for delivery of a Shipment (i.e. signature on android application, tablet, truck pro, or other shipping documentation utilized as evidence of goods received by Consignee). Apparent loss or damage shall include, without limitation, shortage in the shipment, damage to the package(s), or possible damage to the contents which is ascertainable without inspection of the contents itself. Consignee may not open package(s) and inspect the contents of the package(s) until Consignee signs for the shipment on the delivery receipt. NOTE: Notations such as "subject to inspection" and "subject to count" are not valid. Failure to note exceptions of actual product loss or damage at the

time of delivery on the delivery receipt is prima facie evidence of delivery in good order and condition and shall be an absolute bar to a claim for apparent damage.

(ii) Cargo claims liability for the Carrier will be handled per the provisions of 49 CFR § 14706 and claims filing per the provisions of 49 CFR § 370, et seq. except as detailed in these Terms and Conditions. LAUNCH shall have no liability for freight claims.

(iii) Concealed Damage Upon Delivery. If the loss or damage to a Shipment is not apparent (concealed), LAUNCH must be given written notice within 14 days from the date of delivery, or in the case of non-delivery, within 14 days from the date on which delivery should have occurred. Notwithstanding the foregoing, in the case of perishables, LAUNCH must be notified of all claims within 48 hours of delivery. If Customer gives LAUNCH notice of Customer's intention to make a concealed loss or damage claim, LAUNCH shall have the right to inspect the Shipment and all materials used to package or protect the Shipment for transportation at the location where the Shipment was delivered.

(iv) Timeliness of Notice. Unless otherwise provided in an applicable statute, the failure to give timely notice of any loss or damage in accordance with this Section 6 (a) or the failure to permit or arrange inspection as required herein shall constitute an absolute bar to recovery for any claim for loss or damage. Failure to keep all product and packaging of damaged product, unless otherwise instructed in writing by LAUNCH, may result in non-payment of claim. Further, it is incumbent upon the claimant and all other interested parties to mitigate the damages to the extent that is reasonably possible under the circumstances.

(b) Claims Process.

(i) Time Limit for All Claims. Unless otherwise provided in an applicable statute, all claims for loss, damage, or overcharges must be received in writing by LAUNCH no later than nine (9) months from the date of delivery for damage claims and nine (9) months from the date of shipment for shortage claims, as the case may be. All such claims must include copies of the Bill of Lading, delivery receipt, invoice and any other documents supporting the claim or such claims shall be barred. Further, there shall be no offsetting of claims and any claimed amounts shall not be deducted from transportation charges due to LAUNCH. LAUNCH will not process or consider any claim until all transportation charges have been paid in full.

(ii) Salvage Right. In the event LAUNCH pays a claim, LAUNCH shall be entitled to possession of the portion of the Shipment for which the claim was made and shall be under no obligation to return any portion of the Shipment to Customer or other Parties. LAUNCH shall be entitled to salvage any such portion of the Shipment and shall be under no obligation to return any salvaged proceeds to Customer or other Parties. The failure to provide the salvage shall be a bar to recovery of such claim. Finally, if LAUNCH pays a claim and Customer or a third party later salvages that portion of the Shipment for which the claim was made, LAUNCH shall be entitled to a refund, up to the amount of the claim paid by LAUNCH.

(iii) Lawsuits Arising From Denied Claims. Unless otherwise provided in an applicable statute, suit to recover for any loss or damage claims must be instituted within two (2) years from the date the claim has been denied in writing, in whole or in part, by LAUNCH, and must be filed in accordance with Section 10 herein.

(iv) Address for Notice and Claims. ALL COMMUNICATIONS REGARDING A CLAIM, INCLUDING DISPUTED DEBTS AND INSTRUMENTS TENDERED AS FULL SATISFACTION OF A DEBT ARE TO BE SENT IN WRITING TO LAUNCH LOGISTICS, LLC, PO BOX 682, HIXSON, TN 37343 ATTN: CLAIMS MANAGER.

7. PICK UP AND DELIVERY TIMES. Transit times are estimated standard business work days and do not include pick up date, a public holiday, or weekend. Due to the inherent nature of the transportation business, LAUNCH does not guarantee pick up, transportation, or delivery by a stipulated time. If such service is requested, additional charges will apply. Pick up and delivery times are based on standard business hours 8 AM to 5 PM. LAUNCH shall not use a lift gate or handle for pick up or delivery. If such service is requested, additional charges will apply.

8. LIMITATION OF LIABILITY.

(a) Force Majeure. LAUNCH shall not be liable for loss, damage, delay or monetary losses of any type caused by: acts of God; public authorities acting with actual or apparent authority; strikes; labor disputes; cyber attacks; weather; mechanical failures; aircraft failures; civil commotions; acts or omissions of customs or quarantine officials; acts of carriers related to security; the nature of the freight or any defects thereof; inherent vice of the goods; public enemies; hazards incident to a state of war; and acts of terrorism.

(b) Exclusions. In no event shall LAUNCH be liable for any loss or damage caused by:

(i) Acts, defaults or omissions of the Customer or Consignee, including but not limited to, inadequate or improper packaging, marking, addressing, or providing incomplete/inaccurate shipping instructions, documents or information; or from LAUNCH'S compliance with instructions received by Customer or from any other person authorized to give them;

(ii) The handling, loading, stowage, or unloading when not performed by LAUNCH;

(iii) For Return Shipments, LAUNCH shall not be liable for any claims for shipments which have been previously unpackaged by Consignee or Customer, are no longer in their original sealed condition, or where LAUNCH did not deliver the original shipment to Consignee; or

(iv) The selection of Carriers for Shipments or service providers for Auxiliary Services.

(c) Monetary Maximum Liability. The monetary maximum liabilities set forth herein shall be imposed in all instances, unless the Customer has declared a higher value for the Shipment and paid an excess valuation charge and then only to such declared higher value, subject to Section 20. In the event that LAUNCH is deemed liable for loss or damage in accordance with the Terms and Conditions, such claims shall be subject to the following maximum monetary recovery(s):

(i) Surface Shipments in the U.S. LAUNCH'S liability is limited to the USD \$.50 per pound on used machinery or USD \$5.00 for all other cargo to a maximum amount of \$100,000 per trailer used.

(iii) Surface Shipments between the U.S. and Canada. LAUNCH'S liability is limited to a maximum of \$2.00 Canadian per pound computed on the total weight of the lost or damaged goods by the Shipper.

(e) No Consequential Damages. IN NO EVENT SHALL LAUNCH BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF MARKET, LOSS OF INCOME, DAMAGES ARISING FROM LOSS, ATTORNEYS' FEES OR PUNITIVE DAMAGES, WRONG DELIVERY, OR DAMAGE TO PROPERTY, DELAYED DELIVERY OR FAILURE TO ATTEMPT DELIVERY, WHETHER OR NOT LAUNCH HAD KNOWLEDGE THAT SUCH DAMAGES OR LOSSES MIGHT OCCUR.

(f) Bill of Lading. LAUNCH reserves the right to rely on the Bill of Lading, as defined herein, as Customer's letter of instruction for all other modes of transportation including LTL or FTL truck brokerage (U.S. and international), rail, and U.S. air.

(g) Third Parties and Routes. LAUNCH is authorized to select and engage carriers, truckmen, customs brokers, agents, warehousemen and other third parties, as required, and the Shipments may be entrusted to such agents subject to all limitations of liability set forth in the Terms and Conditions. Every LAUNCH party, including without limitation, every employee, agent or carrier of LAUNCH shall be entitled to the same rights, exemptions and/or limitations of liability, defenses and immunities to which LAUNCH is entitled. It is expressly intended that all LAUNCH parties and subcontractors (and subcontractors' subcontractors) shall have the benefit of the Terms and Conditions.

9. LTL SHIPMENTS. Notwithstanding anything herein to the contrary, all shipments handled via less-than-truck load (“LTL”) truck brokerage are arranged by LAUNCH acting as a broker, and not as a freight forwarder. As such, LAUNCH accepts no cargo liability, and all reports correspondence, claim filing and settlement issues are to be pursued with the carrier whom the LTL shipment has been brokered, and are subject to the terms and conditions of that carrier.

10. GOVERNING LAW, VENUE, JURISDICTION. The Terms and Conditions, and any action or contract to which they apply, shall be governed and interpreted by the laws of the State of Tennessee, U.S., without reference to its choice of law provisions. All suits to recover a claim must be exclusively submitted to the jurisdiction of a state or federal court located in Tennessee, to which the Parties irrevocably consent to personal jurisdiction and waive all objections thereto. Where claims are not filed or suits are not instituted in accordance with the foregoing provisions, such claims shall be deemed waived and will not be paid.

11. SEVERABILITY. If any provision of the Terms and Conditions may be construed in two ways, one of which would render the provision illegal or otherwise voidable or unenforceable and the other which would render it valid and enforceable, such provision shall have the meaning which renders it valid and enforceable. The language of all provisions of the Terms and Conditions shall be construed according to fair meaning and not strictly construed against any party. The provisions of the Terms and Conditions are severable and shall be interpreted and enforced as if all completely invalid or unenforceable provisions are not contained herein, and partially valid and enforceable provisions shall be enforced to the extent that they are valid and enforceable.

12. PROHIBITED CARGO. There are certain types of articles that are either on the list of prohibited items which will never be accepted for transport by LAUNCH, or which will not be accepted for carriage without the prior knowledge and written approval from LAUNCH. The following is a list of such prohibited cargo(s) any Shipment prohibited by law; firearms; certain types of dangerous goods; original works of art, antiques; bonds; coins of any kind; currency; currency equivalents; furs; fur clothing; gems or stones (cut or uncut); industrial diamonds; gold or silver; coined concentrates; jewelry (other than costume jewelry); pearls; precious metals; securities (negotiable); time sensitive written material (e.g. bids, contract proposals, etc. when the declared value exceeds USD \$0.50 per pound); one-of-a-kind articles or models; prototypes; valuable rugs (i.e. Oriental rugs, Persian rugs) and prints or lithographs and household goods and/or personal effects when the total declared value of the Shipment exceeds USD \$500 or when the declared value exceeds USD \$0.50 per pound, per piece. LAUNCH shall not be liable for any loss, damage, delay, liabilities, penalties or fines resulting from the transportation of any of the foregoing articles, however described or mis-described in the Bill of Lading (including unacceptable descriptions such as “FAK”), and no employee or agent of LAUNCH has any authority to waive the limitations herein contained. LAUNCH retains the right to refuse any such Shipment prior to acceptance. In the event LAUNCH discovers, after acceptance of a Shipment, that the Shipment contains any of the herein mentioned articles, it reserves the right to refuse the Shipment, or if already in transit, to refuse to deliver the Shipment to the Consignee. Customer agrees to pay all expenses, freight charges, fines and penalties for said Shipment. Customer further agrees to indemnify and hold harmless LAUNCH from any and all loss, damage, delay, liabilities, penalties or fines arising out of or related in any way to Shipments containing any of the items described in this Section 12.

13. COMPLIANCE WITH LAWS. LAUNCH conducts its business ethically and in compliance with all laws in the countries where LAUNCH does business. Shipments are subject to all applicable international, federal, state and local laws and regulations, including all anti-corruption laws such as the U.S. Foreign Corrupt Practices Act of 1977, as amended and the UK Bribery Act, as amended (collectively, the “Laws”). Exporting Shipments to companies, organizations, or persons listed on the Specially Designated Nationals List, the U.S Debarred List, the U.S. Entity List, and other governmental lists are prohibited, including those on other lists of denied parties. Customer agrees not to use LAUNCH’S services to transport cargo in any manner that violates any embargoes of countries or persons, including U.S. embargoes against Burma, Cuba, Iran, Libya, North Korea, Sudan and Syria.

14. C.O.D. SHIPMENTS. Collect on Delivery (C.O.D.) service is provided under the following conditions: (a) Customer must identify the shipment as a C.O.D. Shipment by entering the amount to be collected on the front of the Bill of Lading or other shipping document, (b) Customer must specify the type of payment to be received (e.g. check, money order or cashier’s check) on the front of the Bill of Lading or other shipping document, and (c) LAUNCH and Customer agree that LAUNCH does not guarantee nor verify that a check, money order, cashier’s check or other such financial instrument is valid or negotiable. All payments are collected at Customer’s risk. Unless

otherwise stated on the Bill of Lading or other shipping document, the C.O.D. amount of the Shipment shall be deemed to be the declared value of the Shipment. A declared value amount in excess of USD \$0.50 per pound, per Package, shall be subject to an excess valuation charge. Unless prior arrangements are made, payment of freight charges and/or C.O.D. amounts must be remitted by cashier's check, certified check, money order, or Consignee's check as authorized by the Customer in writing.

15. INSPECTION & SECURITY. All Shipments are subject to inspection by LAUNCH, including by LAUNCH'S performing carriers and by any duly authorized government entities, including but not limited to the U.S. Transportation Security Administration, U.S. Customs and Border Protection, and like entities. Notwithstanding the foregoing right to inspect shipments, LAUNCH is not obligated to perform such inspection except as mandated by law. Further, LAUNCH reserves the right to unilaterally reject any Shipment that it deems unfit for transport after inspection.

16. INDEMNITY. Customer, Consignor, and Consignee shall be jointly and severally liable for all unpaid charges payable on account of the Shipment pursuant to the Terms and Conditions and shall pay or indemnify LAUNCH for claims, fines, penalties, damages, costs (storage, handling, re-consignment, return of freight to shipper, etc.) or other sums which may be incurred by LAUNCH by reason of any violation of the Terms and Conditions, any other default of Customer, Consignor, Consignee or claims arising in connection with or related to the selection of service providers for Auxiliary Services.

17. GENERAL LIEN. LAUNCH or its agents, as herein defined, shall have a general lien on any and all property (and documents relating thereto) within its care, custody or control for all charges and expenses advanced by LAUNCH, including any charges due for prior unrelated shipments, invoices or services performed by LAUNCH. LAUNCH may refuse to surrender possession of the goods until all such charges are paid in full. If such amounts remain unpaid for 30 days after LAUNCH'S demand for payment, LAUNCH may sell such property at public auction or private sale. The proceeds of such sale shall be applied to the amounts owed to LAUNCH, and any surplus shall be paid to the Customer. Customer shall remain responsible for any deficiency.

18. PAYMENT TERMS. All funds will be in USD. Customer shall pay LAUNCH within 30 days of the invoice date unless otherwise agreed by the Parties in writing.

19. COLLECTION EXPENSES. Should the Customer not comply with these terms, the Customer agrees to pay reasonable attorney's fees and all other costs and expenses incurred in the collection of any obligation of the undersigned pursuant hereto, the laws of the State of Tennessee will be applicable to all suits arising under these Terms and Conditions.

20. INSURANCE. Insurance is available to Customer upon request only. The amount and type of available coverage is based on LAUNCH'S open cargo insurance policy in effect on the date the Shipment is tendered to LAUNCH. In order to obtain coverage under that policy; a) Customer must properly notify LAUNCH in writing of the need for increased insurance at the time of load offer, b) LAUNCH must agree in writing to the higher declared value at, and c) the higher declared value must be inserted on the face of the Bill of Lading or other document that is used for receipt purposes. Failure to insert a full value insurance amount shall reduce any insurance payment proportionately. NOTWITHSTANDING ANYTHING IN THE TERMS AND CONDITIONS TO THE CONTRARY, INSURANCE PROCEEDS SHALL BE LIMITED TO THE LESSER OF (A) THE INSURED VALUE OF THE GOOD(S) AND (B) THE SUM OF THE ACTUAL COST TO THE CUSTOMER OF THE DAMAGED OR LOST GOOD(S) SHIPPED AND FREIGHT CHARGES. Insurance coverage and/or special insuring conditions are subject to the insurance option and related coverage and will be limited thereby.

21. CONFIDENTIALITY. The information contained in any freight quote or load confirmation sheet is confidential information between the parties and may not be disseminated to other than those Customer employees and agents with a need to know and who are responsible for analyzing its contents and may not be disseminated to any third parties without the express permission of the other party.

22. CUSTOMER USE OF LAUNCH SOFTWARE. Customer shall have a limited, personal, revocable, non-transferable and non-exclusive right to use LAUNCH Software as set forth in this Section 22. LAUNCH shall make the LAUNCH Software available to Customer for the sole purpose of allowing Customer to track and obtain

information about Shipments during transit and for a reasonable period of time after delivery has been made, and for no other purpose Customer agrees to only use the LAUNCH Software for the limited scope of use and purpose described herein. Customer further agrees to keep all passwords to the LAUNCH Software confidential and to limit its disclosure only to those employees with a need-to-know and who are bound by written confidentiality obligations for such information. Customer will not provide its login or password to any third party and will not alter or remove any copyright notice or other proprietary rights that may appear in the LAUNCH Software. Customer will not reproduce, copy, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of the LAUNCH Software and will not challenge LAUNCH's rights in the LAUNCH Software. The LAUNCH Software shall at all times remain the sole and exclusive property of LAUNCH. LAUNCH reserves the right to terminate Customer's password and its access to the LAUNCH Software, at its convenience without notice or cause. LAUNCH makes no warranties, whether express, implied, or statutory regarding or relating to the LAUNCH Software. LAUNCH HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE LAUNCH SOFTWARE INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR TITLE. LAUNCH will not be liable for any indirect, direct, special or consequential losses or damages, including but not limited to, loss of business or lost profits. Customer hereby releases, forever discharges and hold LAUNCH harmless from and against all claims, actions, suit, proceedings, obligations, liabilities, losses, costs or expenses resulting from, related to or in connection with Customer's access to or usage of LAUNCH Software or breach of this Section 22. As used herein, the term "LAUNCH Software" means LAUNCH's shipping information system, including without limitation all translations (including translation into any other computer languages), conversions, partitions, corrections, additions, extensions, enhancements, upgrades, improvements, modifications, compilations, abridgements, or other forms in which any portion thereof may be recasted, transformed and/or adapted.

23. LOGO/TRADEMARK. Customer shall not use LAUNCH'S name, logo, trademarks or trade names in publicity releases, promotional material, customer lists, advertising, marketing or business generating efforts, whether written or oral, without obtaining LAUNCH'S prior written consent, which consent shall be given at LAUNCH'S sole discretion.