

TERMS AND CONDITIONS OF CONTRACT

1. SCOPE OF SERVICES AND ROLE OF SSI

- 1.2. These Terms and Conditions of Contract (“Agreement”) govern all logistics, transportation, freight forwarding, warehousing, and related services provided by SUTTON SERVICES LLC, D/B/A SSI Logistics (“SSI”), a licensed freight forwarder and, when applicable, a non-vessel-operating common carrier (NVOCC), acting either as agent or principal. By tendering goods for shipment, the shipper (including the party from whom the shipment is received, the party who requested that the shipment be transported by SSI), consignee, any party with an interest in the shipment, and their agents (collectively, “Customer”) agree to be bound by this Agreement.
- 1.3. Each person signing this Agreement on behalf of the Customer warrants that they have the authority to bind all persons included within the definition of Customer.
- 1.4. SSI may act as a carrier, NVOCC, freight forwarder, customs broker, or agent of the Customer, depending on the nature of the services provided and the contractual arrangements in effect for a given shipment. The specific role of SSI will be governed by the applicable bill of lading, air Waybill, shipping instructions, service contract, or written agreement executed with the Customer.
- 1.5. If this is an international shipment, liability rules under the Warsaw Convention will apply, and SSI accepts this Waybill as a Shipper’s Letter of Instruction with authorization to prepare and sign on the Customer’s behalf an international Waybill. For international shipments, SSI reserves the option to act as agent of the Carrier, instead of as a Forwarder, in which event the direct Carrier’s tariffs will apply to this shipment.
- 1.6. SSI’s obligations and liabilities in each case are determined based on that role, in accordance with this Agreement, SSI’s applicable tariffs (which are incorporated herein by reference), and any mandatory provisions of international or domestic law. This agreement applies to all shipments arranged by SSI, whether performed directly or through third-party carriers, agents, or subcontractors.

2. TENDERING AND ACCEPTANCE OF SHIPMENTS

- 18.1. It is agreed among the parties involved that the conditions of carriage for this shipment are governed by SSI’s tariffs, available for inspection at SSI’s offices, and are hereby incorporated into this Agreement. All invoices not paid in full within 30 days of invoice date will be subject to a charge of two percent (2%) per month of total invoice balance.
- 18.2. Rates and charges for this shipment will be based on actual or dimensional weight, whichever is greater.

- 18.3. In tendering this shipment, the Customer authorizes consent to search this cargo and 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 Customer. The Customer certifies and represents to SSI that the information inserted on the face of this Waybill is complete and accurate.
- 18.4. Customer warrants that it is authorized to tender the goods and that the goods are free of liens, encumbrances, or other adverse claims, except as disclosed to SSI in writing prior to shipment.
- 18.5. For shipments valued over \$250,000, SSI must be notified prior to arranging for pick up.
- 18.6. Customer 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 ensure safe transportation with ordinary care in handling, and except is in good order and condition. For articles shipped in unenclosed containers that are adequately packaged and marked to ensure safe transportation with ordinary care in handling, SSI will 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. A signed delivery receipt without exception creates a rebuttable presumption of proper delivery, care and handling.
- 18.7. At the time of delivery, the Customer must note on the Waybill any exceptions to the shipping containers that would indicate a discrepancy (shortage in the shipment, damage to the containers or possible damage to the contents of the containers). The Customer may not inspect the contents of the shipping containers until the Customer signs for the shipment on the delivery receipt. NOTE: Such notations as "subject to inspection" and "subject to recount" are not exceptions.
- 18.8. SSI may issue a House Ocean Bill of Lading and negotiate ocean service contracts in accordance with 46 C.F.R. §§ 515 and 520. All ocean carriage is subject to the terms and limitations of the applicable ocean carrier's bill of lading and tariffs.
- 18.9. SSI will not be liable for any delay or penalties resulting from the transportation of any of the foregoing articles, however described or misdescribed in this Waybill, and no employee or agent of SSI has any authority to waive the liability limitations herein contained. Any shipment prohibited by law will not be accepted for carriage.
- 18.10. SSI has 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.
- 18.11. SSI may engage subcontractors, independent carriers, agents, warehousemen, customs brokers, or other third parties to perform any services under this Agreement. Unless expressly agreed in writing, SSI is not liable for the acts, omissions, or defaults of such third parties beyond its duty to exercise reasonable care in the selection and instruction of such parties.

- 18.12. These third parties will be deemed independent contractors and not agents or employees of SSI. All claims for loss, damage, delay, or other liability arising from the performance or non-performance of services by such subcontractors must be made directly against the responsible party, unless SSI has expressly agreed in writing to accept such liability.

3. INSPECTION AND COMPLIANCE

- 18.1. Unless expressly agreed to in a written contract, SSI does not act as a licensed customs broker and assumes no responsibility for the preparation, accuracy, or filing of customs entries, import or export documentation, or regulatory declarations required by U.S. Customs and Border Protection (CBP), other government agencies, or foreign customs authorities.
- 18.2. SSI is not serving as an “Importer of Record” unless otherwise agreed in writing.
- 18.3. The Customer is solely responsible for ensuring that all required information—including, but not limited to, classification, valuation, country of origin, quantity, and description of goods—is complete, accurate, and compliant with applicable laws and regulations.
- 18.4. If SSI agrees in writing to provide customs brokerage or compliance services, such services are subject to separate terms and conditions and subject to additional fees. Without an agreement, the Customer agrees to indemnify and hold SSI harmless from any penalties, delays, seizures, assessments, or other liabilities arising from incorrect or incomplete customs filings or regulatory declarations.
- 18.5. Per Tariff Regulations, 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.
- 18.6. Due to the inherent nature of the time-definite freight business, SSI does not guarantee pick up, transportation, or delivery by a stipulated date or a stipulated time, nor will SSI be liable for the consequences of failure to do so.
- 18.7. SSI and its agents, carriers, and subcontractors reserve the right, but not the obligation, to open and inspect any shipment at any time for safety, security, customs compliance, or regulatory purposes. Shipments may also be subject to inspection or screening by governmental authorities, including, but not limited to, the Transportation Security Administration (TSA), International Air Transport Association (IATA) member carriers, U.S. Customs and Border Protection (CBP), or other international customs and port agencies. SSI is not required to conduct an inspection.
- 18.8. SSI may, and when required by law or lawful authority, shall, permit inspection of the goods in its possession by the lawful holder of the waybill, customs officials, or other authorized entities.

18.9. By tendering a shipment to SSI, the Customer consents to such inspection and agrees to cooperate with all requests from SSI or applicable regulatory bodies in connection with cargo screening, documentation, or detention. SSI will not be liable for any delays, damages, or losses resulting from such inspections or resulting actions by authorities.

4. AUXILIARY SERVICES

18.1. Customer agrees to hold SSI and its agents harmless for loss/damage/delay which results from auxiliary services including, but not limited to local cartage, crating, uncrating, packing, and unpacking, unless such services are performed by SSI or its agents. Such limitation of liability extends to SSI's selection of providers of auxiliary services.

18.2. Auxiliary services are those services performed prior or after transportation.

18.3. Auxiliary services may be billed directly by the provider of the service or by SSI. Providers of auxiliary services are contractors for the Customer and are not agents for SSI. Local cartage is the movement of unpackaged/uncrated freight.

18.4. Under no circumstances will the liability of SSI for loss/damage/delay which results from any auxiliary services performed by SSI, or its agents be greater than the liability limitations contained in this Agreement.

5. FAILED DELIVERY

18.1. In the event of the failure or inability of a consignee to take delivery of the shipment, SSI will notify the Customer at the address shown on this Waybill and request disposition instructions.

18.2. If the Customer fails to provide disposition instructions within 30 days after the date of SSI's notice, SSI will return the shipment to the Customer at the Customer's expense.

18.3. If the Customer fails to accept delivery of a shipment thus returned, SSI may, upon 30 days' notice to the Customer, 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 SSI more than the outstanding charges will be returned to the payor. No sale discharges any liability beyond the proceeds received. The Customer, and their agents will remain liable, jointly and severally, for deficiency.

6. LIABILITY AND LIMITATIONS

18.1. Unless a greater value is declared in writing by the Customer at the time of shipment and accepted in writing by SSI with applicable charges paid, SSI's liability for any loss, damage, delay, misdelivery, or other claim arising out of or relating to the transportation or handling of any shipment are limited as follows:

- 1.1.1. For domestic surface transportation, SSI's liability will not exceed \$50.00 per shipment or \$0.50 per pound per piece, whichever is greater, unless subject to the Carmack Amendment or other controlling law mandating a higher minimum.
- 1.1.2. To the extent SSI is deemed a motor carrier or assumes liability as a carrier under 49 U.S.C. § 14706 (the "Carmack Amendment"), SSI's liability for loss, damage, or delay to cargo shall be limited to the lesser of (i) \$0.50 per pound per package or (ii) \$50.00 per shipment, unless the shipper declares a higher value in writing and pays all applicable excess valuation charges.
- 1.1.3. For international air shipments, SSI's liability will be governed by the Montreal Convention or Warsaw Convention, as applicable, and will not exceed the limits set forth therein (e.g., approximately 22 SDR per kilogram under the Montreal Convention).
- 1.1.4. Where SSI issues or is deemed to issue a bill of lading for ocean carriage, the Carriage of Goods by Sea Act ("COGSA") shall apply by contract to the entire period of transit, including before loading and after discharge. SSI's liability, if any, shall not exceed \$500 per package or customary freight unit unless the shipper declares a higher value in writing prior to shipment and pays all applicable charges. All suits against SSI for loss or damage must be filed within one (1) year after delivery or the date when the goods should have been delivered. (COGSA CLAUSE PARAMOUNT).
- 1.1.5. For warehousing, storage, or services not governed by international convention or statute, SSI's liability will be limited to the lesser of \$0.50 per pound or the actual value of the goods.
- 1.1.6. In the event multiple limits above apply, this agreement will be governed by the lowest applicable limit.
- 1.1.7. This limitation is subject to provisions as published in SSI's governing tariffs in effect at the time of this shipment.
- 18.2. If the Customer wishes to increase SSI's liability above the amounts listed herein, they must request and pay for additional valuation coverage before shipment. Absent such written agreement, SSI will not be liable for any amount more than these limits, regardless of the nature or basis of the claim.
- 18.3. Unless each piece of the shipment has a declared value stated and is specifically identified on the SSI Waybill at the time of shipment and is so identified on the SSI Waybill as being lost, damaged, misdelivered, destroyed, or otherwise adversely affected at the time of delivery, SSI will 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 is determined by dividing the total declared value of the shipment by the total weight of the shipment.
- 18.4. SSI WILL 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 SSI HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

- 18.5. The following items are accepted only at the Customer's risk and subject to a maximum liability of \$50.00 per shipment unless expressly agreed to in writing: currency, negotiable instruments, antiques, artwork, jewelry (other than costume), precious metals, personal effects, original documents, time-sensitive materials (e.g., bids, proposals), or any item prohibited by applicable law or not properly declared.
- 18.6. These limitations will apply regardless of the cause of loss or damage, including negligence, gross negligence, or breach of contract by SSI or its agents, except to the extent prohibited by law.

7. DISCLAIMER OF WARRANTIES

- 18.1. Except as expressly set forth in this Agreement, SSI makes no warranties, express or implied, and hereby disclaims all warranties arising by operation of law or otherwise, including but not limited to:
- 1.1.1. Any warranty of merchantability;
 - 1.1.2. Any warranty of fitness for a particular purpose;
 - 1.1.3. Any warranty of workmanlike performance;
 - 1.1.4. Any warranty of non-infringement; and
 - 1.1.5. Any warranty that shipment will be delivered within a specific time or in an uninterrupted manner.
- 18.2. SSI provides all technology platforms, tracking tools, electronic data, and shipment visibility features "as is" and "as available." SSI does not guarantee continuous access, system availability, accuracy, or reliability of such services and tools. Information provided through electronic portals or from third-party sources is offered for convenience only and is not a binding service commitment.
- 18.3. The Customer assumes all risk from reliance on such tools, and SSI is not liable for any direct or indirect damages, losses, or delays resulting from system outages, data errors, or third-party information, even if advised of the possibility of such issues.

8. FORCE MAJEURE

- 18.1. SSI is not liable for any delay, failure in performance, loss, or damage arising from or related to any cause beyond its reasonable control, including, but not limited to, acts of God; natural disasters; weather events; pandemics, epidemics, or public health emergencies (including governmental declarations related to the same); war, civil unrest, armed conflict, or terrorism; cyberattacks, ransomware, or IT system failures; labor strikes or disputes; acts or omissions of public authorities (including customs, port, or regulatory delays); trade embargoes or sanctions; transportation embargoes; shortages of fuel, labor, containers, or equipment; supply chain disruptions; port congestion; and any other event or circumstance that renders performance commercially impracticable.

- 18.2. SSI's obligations will be suspended throughout such delay or interruption, and any delivery timelines will be extended accordingly. SSI will make reasonable efforts to notify the Customer of any such event and to resume performance as soon as reasonably practicable. In no event will SSI be liable for any special, incidental, or consequential damages arising from such delay or nonperformance.

9. STORAGE, DEMURRAGE, AND DETENTION CHARGES

18.1. Definitions

For purposes of this Agreement:

- 1.1.1. "Storage" refers to charges assessed for holding cargo at a warehouse, terminal, or yard beyond the free time allowed for pickup or delivery.
- 1.1.2. "Demurrage" refers to charges imposed by steamship lines, port authorities, or terminal operators for containers or freight remaining on terminal premises beyond allotted free time.
- 1.1.3. "Detention" refers to charges incurred for use of carrier-owned equipment (e.g., containers or chassis) retained by the Customer beyond the permitted free time for unloading or return.

18.2. Customer Responsibility

The Customer is solely responsible for all storage, demurrage, and detention charges incurred due to:

- 1.2.1. The Customer's (or a consignee's) failure to provide timely pickup instructions;
- 1.2.2. Failure to clear cargo through customs;
- 1.2.3. Delays in loading/unloading;
- 1.2.4. Changes to routing or delivery caused by the Customer; or
- 1.2.5. Delays caused by acts, omissions, or conditions beyond SSI's control once cargo is available for pickup or delivery.

18.3. Free Time and Rate Schedules

SSI will apply industry-standard free time allowances unless otherwise agreed in writing. Storage and detention charges will begin accruing after the expiration of free time, as determined by the warehouse, terminal, port, or equipment provider. Charges may include:

- 1.3.1. Storage: \$25.00 per pallet per day (or as invoiced by facility)
- 1.3.2. Demurrage: As per terminal or ocean carrier's published tariff
- 1.3.3. Detention (Dry Container): \$150.00 per container per day (or as invoiced by carrier)
- 1.3.4. Detention (Reefer/Chassis/Special Equipment): As per actual carrier cost + 15% admin fee
- 1.3.5. SSI may invoice these charges at cost or with a standard administrative markup, and the Customer agrees to pay all such charges upon invoice.

18.4. Notice and Mitigation

SSI will make commercially reasonable efforts to notify the Customer of any impending or ongoing charges when known, but the Customer remains responsible for all charges

incurred regardless of notification. SSI will not be liable for any costs arising from demurrage, detention, or storage delays unless caused solely by SSI's gross negligence.

18.5. Lien and Collection Rights

SSI reserves the right to assert a warehouseman's lien or carrier's lien for all unpaid demurrage, detention, or storage charges, and to hold or dispose of goods in accordance with applicable law.

10. CLAIMS & TIME LIMITS

18.1. General Requirement.

All claims must be submitted in writing and must include supporting documentation sufficient to evaluate the nature and extent of the claim. Claims must be filed by the party with legal title to the goods or its authorized agent.

18.2. Filing Deadlines.

Claims must be received by SSI as follows, unless applicable law requires a longer claim time:

1.2.1. Apparent Loss or Damage: within 180 days of the date SSI accepted the shipment.

1.2.2. Concealed Loss or Damage: no later than 72 hours of delivery. For perishable goods, notice must be provided verbally no later than 24 hours of delivery and followed in writing.

1.2.3. Overcharge or Billing Discrepancies: within 180 days of the invoice date.

18.3. Inspection Rights.

For all damage or concealed loss claims, SSI must be provided a reasonable opportunity to inspect the shipment, its container(s), and any packaging materials at the delivery location. Inspection must occur within 15 calendar days of notification unless otherwise agreed in writing.

18.4. Supporting Documentation.

A claim must include at a minimum:

1.4.1. Copy of the signed delivery receipt noting the exception (if applicable)

1.4.2. Commercial invoice and/or packing list

1.4.3. Photographs of the damaged goods and packaging

1.4.4. Statement of claim amount and basis of calculation

1.4.5. Any relevant correspondence or shipping documentation

18.5. Conditions Precedent to Claim Review.

No claim will be processed or considered unless all freight charges for the shipment have been paid in full. Claims may not be offset or deducted from invoices.

18.6. Time Bar for Legal Action.

Any legal proceeding to enforce a claim must be initiated within one year from the date

SSI issues a written denial, in whole or in part; this does not extend or toll any applicable legal limit.

18.7. Limitation of Liability.

SSI's liability, if any, is subject to the limitations set forth in the section titled Limitation of Liability, and nothing in this section will be construed to expand SSI's liability.

11. INSURANCE

18.1. Customer agrees to obtain or maintain all insurance necessary to shield it against the risks of this agreement.

18.2. SSI is insured for aggregate losses at any one time, at any one place under a cargo policy with maximum limits of not less than \$1,000,000.

18.3. Any insurance maintained by SSI, including cargo, errors and omissions, or general liability coverage, is for the sole benefit and protection of SSI and its interests. Such insurance does not extend to, nor create any rights in favor of, the Customer or any third party.

18.4. The existence or availability of such insurance does not expand or modify SSI's liability as expressly limited in this Agreement. No party may assert a claim or right under SSI's insurance policies unless expressly agreed to in writing by SSI and its insurer.

12. CASH ON DEMAND & CASH LIMITS

18.1. C.O.D. services will only be provided if explicitly requested in writing by the Customer and expressly accepted in writing by SSI before shipment pickup. Absent such express authorization, SSI will have no obligation to collect any funds upon delivery or to hold shipment pending payment. Unless approved in writing before pickup, in no event will SSI or its agent accept more than \$2,000 per shipment and/or per stop.

18.2. If C.O.D. services are authorized:

1.2.1. The Customer must state the exact C.O.D. amount and the method of acceptable payment (e.g., certified check, cashier's check, or money order) in the shipping instructions or on SSI's Waybill. SSI will not accept or collect cash unless separately approved in writing.

1.2.2. SSI is not responsible for the form, validity, sufficiency, or collectability of any payment instrument obtained. SSI's sole obligation is to exercise reasonable care to deliver the specified instrument to the Customer or other designated recipient.

1.2.3. In no case will SSI be liable for:

1.2.3.1. Fraudulent, counterfeit, or dishonored payment instruments;

1.2.3.2. Delay in forwarding funds;

1.2.3.3. Losses resulting from the Customer's failure to specify correct payment terms.

- 1.2.4. SSI reserves the right, at its discretion, to require that C.O.D. payments be handled through a licensed escrow provider or deposited directly into a designated account before release of goods.
- 1.2.5. The Customer agrees to indemnify and hold SSI harmless from any claims, liabilities, or losses arising out of C.O.D. transactions, including failure to remit, disputes over payment amounts, or non-conforming instruments.
- 18.3. C.O.D. amounts must be paid to the Carrier in cash, or by cashier's check, certified check, money order, or if authorized by the Customer in writing or by endorsement on the face of this Waybill. SSI will accept the Customer's check made payable to the Customer (see below for cash limitations). The sole responsibility of SSI will be to secure the appropriate financial instrument as requested by the Customer, and to exercise due care and diligence in forwarding it to the Customer. SSI is not a guarantor of the validity of the financial instrument.
- 18.4. Unless prior arrangements are made, the acceptance of cash by SSI and its agent for payment of freight charges and/or C.O.D. amounts is limited to a maximum of \$2,000 per shipment and/or per stop. Payment of freight charges and/or C.O.D. amounts more than \$2,000 must be remitted by a cashier's check, certified check, money order, or Customer's check as authorized by the Customer in writing.

13. INDEMNIFICATION

- 18.1. The Customer agrees to indemnify, defend, and hold harmless SSI, its affiliates, agents, contractors, and employees from and against all claims, liabilities, fines, penalties, damages, losses, costs, and expenses (including reasonable attorney's fees and legal costs) arising out of or relating to:
 - 1.1.1. Any breach by the Customer of these Agreement or applicable law;
 - 1.1.2. Inaccurate, incomplete, or fraudulent declarations, descriptions, or documentation provided by or on behalf of the Customer, including commercial invoices, bills of lading, packing lists, origin declarations, or valuation statements;
 - 1.1.3. Failure to comply with customs, import, export, or trade compliance regulations, including violations of U.S. Customs and Border Protection (CBP), TSA, BIS, ITAR, OFAC, or similar international agencies;
 - 1.1.4. Tendering of prohibited, restricted, undeclared, or improperly packaged hazardous materials or dangerous goods, whether labeled as such, and whether SSI is aware of their nature;
 - 1.1.5. Any claim made against SSI by a governmental authority or third party because of SSI's reliance on instructions, documents, or information provided by or on behalf of the Customer;

1.1.6. Any personal injury, death, or property damage arising from the contents of a shipment, improper packaging, or handling requirements not disclosed by the Customer.

18.2. The indemnities granted in this agreement survive delivery, payment, and termination of the parties' contractual relationship, and apply regardless of any negligence, active or passive, on the part of SSI, except to the extent caused by SSI's gross negligence or willful misconduct.

18.3. Indemnified costs include, but are not limited to, storage, handling, reconsignment, and return of freight to Customer.

18.4. SSI will have the right to retain in its possession this shipment, or any subsequent shipment by the Customer or their agents as security for the payment of outstanding shipping charges owed by the Customer or their agents to SSI. After 30 days, SSI is empowered by the Customer (including, but not limited to any consignee, and their agents) to sell such goods so held by reasonable commercial means and to apply the proceeds therefrom to the outstanding shipping charges. Any sums collected by SSI more than such outstanding shipping charges and/or 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 Customer, any consignee, and their agents will remain liable, jointly and severally, for deficiency. Should SSI bring legal action for the enforcement of this Agreement or collection of any sums due and payable under this Agreement, SSI is entitled to recover reasonable attorney's and costs.

14. COMPLIANCE WITH LAWS AND EXPORT CONTROL

18.1. The Customer represents and warrants that all shipments tendered to SSI comply with all applicable export, reexport, and import control laws and regulations of the United States and any other relevant jurisdictions, including, but not limited to, those administered by the U.S. Department of Commerce (Bureau of Industry and Security), U.S. Department of State (ITAR), U.S. Department of the Treasury (Office of Foreign Assets Control or "OFAC"), and any similar foreign authorities.

18.2. The Customer must not tender any shipment to or from any country, entity, or individual subject to comprehensive sanctions, trade embargoes, or other prohibitions without prior written notice to SSI and written authorization from the applicable government authority. This includes, but is not limited to, persons identified on the Specially Designated Nationals (SDN) list, Denied Persons List, or Entity List.

18.3. SSI has the right to refuse, detain, or return any shipment that it reasonably suspects may violate export control laws, trade sanctions, or governmental regulations. SSI will not be liable for any delays, losses, or costs arising from such refusal or regulatory compliance actions. SSI will not facilitate any shipment without required authorizations, even if Customer agrees to indemnify as below.

- 18.4. The Customer agrees to indemnify, defend, and hold harmless SSI, its affiliates, officers, employees, and agents from and against all fines, penalties, claims, damages, liabilities, costs, or expenses (including attorneys' fees) arising out of or relating to:
- 1.4.1. any breach of this provision;
 - 1.4.2. any false, misleading, or incomplete statement or documentation supplied by or on behalf of the Customer; or
 - 1.4.3. any shipment made in violation of applicable export or sanctions laws, whether SSI had knowledge of the underlying violation.

15. DATA PRIVACY & CONFIDENTIALITY

- 18.1. SSI may collect, process, store, and transmit certain personal information and business data while providing logistics and transportation services. Such data may include, but is not limited to names, addresses, email contacts, shipment details, billing information, and other identifiers related to the Customer, its personnel, or its vendors and clients ("Customer Data").
- 18.2. Purpose and Use
SSI will use Customer Data solely to perform services under this Agreement, complying with legal obligations, or improving operational efficiency. SSI will not sell, rent, or disclose Customer Data to third parties except:
- 1.2.1. To fulfill service obligations (e.g., carriers, customs brokers, warehouse partners);
 - 1.2.2. As required by law or court order;
 - 1.2.3. To prevent fraud, enforce this Agreement, or protect SSI's legal rights.
- 18.3. Safeguards
SSI agrees to implement and maintain commercially reasonable administrative, physical, and technical safeguards to protect Customer Data from unauthorized access, disclosure, or loss, consistent with industry standards.
- 18.4. Third-Party Transfers
Where Customer Data is transferred to third-party service providers (e.g., subcontractors, agents, technology platforms), SSI will ensure such parties are contractually obligated to protect the confidentiality and security of such data to a commercially reasonable standard.
- 18.5. International Transfers
Where applicable, SSI will comply with contractual mechanisms required for international data transfers (e.g., Standard Contractual Clauses or equivalent) but makes no representations that services are subject to the jurisdiction of the GDPR or CCPA. The parties agree that Missouri law governs this Agreement, and that SSI is not a

“data processor” or “business” under foreign privacy statutes except where contractually required.

18.6. Confidential Information

Both parties agree to treat as confidential all non-public business, technical, or financial information disclosed in connection with services provided hereunder. This includes, but is not limited to shipment details, pricing terms, routing preferences, and customer or vendor identities.

18.7. Retention and Destruction

SSI may retain Customer Data for a period consistent with legal requirements and internal recordkeeping policies. Upon written request and after contract termination, SSI will make commercially reasonable efforts to return or securely delete Customer Data, except as required by law to retain it.

18.8. Breach Notification

In the event of a confirmed data breach involving unencrypted Customer Data, SSI will notify the Customer promptly, consistent with applicable data breach notification laws.

16. GOVERNING LAW & JURISDICTION

18.1. This Agreement and any claim or dispute arising out of or in connection with services provided by SSI will be governed by the laws of the State of Missouri, without regard to conflicts of law principles. The parties agree that the exclusive jurisdiction and venue for any legal action arising out of this Agreement will be the state or federal courts located in Jackson County, Missouri. The parties irrevocably consent to the personal jurisdiction of such courts and waive any objections to such venue, including based on forum non conveniens.

18.2. SSI and Customer agree that this forum selection clause applies regardless of the domicile or place of business of either party, and survives termination of the Agreement. This clause does not apply to claims governed exclusively by international conventions or mandatory laws that prescribe different forums (e.g., Warsaw or Montreal Conventions, COGSA).

18.3. Should SSI successfully defend itself for any legal actions brought by any party with an interest in this shipment, SSI will be entitled to reasonable attorney fees and costs.

17. ELECTRONIC SIGNATURES

18.1. The parties agree that all documents, records, communications, and signatures related to services provided by SSI may be executed, delivered, and retained in electronic form. This includes but is not limited to bills of lading, service agreements,

shipment instructions, delivery receipts, invoices, tracking updates, rate confirmations, and any written notices or authorizations.

- 18.2. Any such electronic document or signature will be considered legally binding and enforceable as if it were a physical, manually signed original. SSI may rely on any electronic submission or authorization made by the Customer or its authorized agents through email, online portals, electronic data interchange (EDI), or other recognized digital communication platforms.
- 18.3. The Customer waives any defense based on the form or method of transmission and agrees that all such communications and records will be admissible in any legal or administrative proceeding to the same extent as business records maintained in printed form.

18. Miscellaneous Provisions

18.1. Entire Agreement.

This Agreement, including any incorporated tariffs, service guides, and waybills, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, representations, and communications, whether written or oral. No terms, conditions, or warranties other than those set forth herein shall be binding on either party unless expressly agreed to in writing by both parties.

18.2. Amendments.

This Agreement may be amended only by a written instrument signed by both parties. No oral statements or prior course of dealing shall modify this Agreement.

18.3. No Waiver.

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision. A waiver is effective only if it is in writing and signed by the waiving party, and applies only to the specific instance and purpose for which it was given.

18.4. Assignment; Binding Effect.

The Customer may not assign or transfer this Agreement without the prior written consent of SSI. SSI may assign this Agreement in connection with a sale or restructuring of its business. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

18.5. Independent Contractors.

The parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or fiduciary relationship between the parties.

18.6. Headings.

Section and subsection headings are for convenience only and shall not affect the interpretation of this Agreement.

18.7. Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect under applicable law, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby. The invalid provision will be deemed amended and enforced as much as possible under law, consistent with the parties' original intent.

18.8. Survival of Terms

The expiration, termination, or completion of this Agreement will not affect any provision which, by its nature or express terms, is intended to survive. Without limitation, the following provisions survive termination: limitations of liability, indemnification obligations, confidentiality and data protection clauses, payment obligations, governing law and forum selection, intellectual property protections (if applicable), and any other terms necessary to give continuing effect to the parties' rights and obligations hereunder.

Signed for and on behalf of: SSI Logistics, LLC

By: _____

Name: _____

Title: _____

Date: _____

Signed for and on behalf of: [Customer Legal Name]

By: _____

Name: _____

Title: _____

Date: _____