



TERMS & CONDITIONS OF SERVICE

DEFINITIONS. “ALG” means American Logistics Group, Inc., its subsidiary, affiliated and related companies, and its agents, representatives and employees, both in the U.S. and overseas. “Customer” means the individual, corporation or other entity which has retained ALG to perform property brokerage Services, as well as all agents, representatives and subcontractors of said individual, corporation or entity, including, but not limited to all shippers and consignees of the Shipment being transported, or the insurers thereof, and any other party claiming a right or interest in the Shipment. The Customer agrees to provide notice of these Terms and Conditions of Service to all parties falling within this definition of “Customer.” “Shipment” means the goods which are carried under the terms of a single bill of lading or air waybill, irrespective of the quantity or number of containers, packages or pieces. “Third Parties” shall include, but not be limited to, the following: motor carriers, truckmen, cartmen, lightermen, freight forwarders, agents, warehousemen and others to which the Shipment is entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise.

1. Contract and Scope of Services. (a) Services as a Property Broker. ALG is a licensed property broker operating under License No. MC-764581-B, which undertakes to arrange on behalf of Customers, the interstate transportation of Shipments through Third Parties, from and to various origins and destinations throughout the United States, Canada and Mexico (the “Services”). Said Third Parties may limit their liability and may operate under terms and conditions further defining their rights, obligations, and defenses, and ALG is also authorized to agree to those terms on behalf of the Customer. Customer agrees that any insertion of ALG’s name as the carrier on a bill of lading shall be for Customer’s convenience only and shall not change ALG’s status as a property broker. (b) Services as a Freight Forwarder. ALG is also a licensed Freight Forwarder operating under License No. FF61009 and provides all such services pursuant to its Bill of Lading and the Bill of Lading Conditions of Contract. (c) As to all services, ALG acts as an independent contractor. All Services provided by ALG to Customer are governed by these Terms and Conditions of Service, which form a contract between ALG and the Customer, with the exception that if ALG issues a Bill of Lading in its capacity as a Freight Forwarder, then the Conditions of Contract of such Bill of Lading shall govern the services specified therein. These Terms and Conditions of Service supersede all agreements, representations, warranties, statements, promises, and understandings of the parties, written or oral, except as stated herein. Copies of ALG’s most recent Terms and Conditions of Service and Conditions of Contract may be obtained by contacting ALG and will be periodically updated on ALG’s website: <https://alg.us.com/terms-conditions/>

2. Limited Liability. (a) ALG agrees to select, on behalf of Customer, the Third Parties to whom the Shipment will be entrusted for transportation, handling, delivery, storage and related Services. However, ALG shall have no liability for any acts or omissions of Third Parties which may damage or delay the Customer’s Shipment or cause other loss to the Customer and its interest in the Shipment, or for Shipments illegally obtained by unauthorized persons through identity theft and other fraudulent schemes. All claims in connection with the acts or omissions of a Third Party shall be brought solely against such party and/or its insurer. All cargo damage claims and supporting documentation must be submitted within 30 days after delivery using ALG’s Claim Form, which ALG will submit to the Third Party and its insurer. ALG has no liability for any failure of the Third Party or its insurer to pay cargo claims. ALG only agrees to reasonably assist the Customer in bringing cargo claims against Third Parties; however, timely payment of ALG’s invoices to the Customer is a condition precedent to such



assistance. ALG cannot assist with food damage claims without a USDA inspection report, salvage report, dumping receipt and commercial invoice. (b) THE MAXIMUM LIABILITY OF ALG TO THE CUSTOMER FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND THE CUSTOMER'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO \$50.00 PER SHIPMENT, CUSTOMER AGREES THAT IF IT ARRANGES FIRST-PARTY CARGO INSURANCE PER PARAGRAPH 3, IT WILL ACCEPT THE AMOUNT PAID BY THE SUCH INSURANCE AS THE FULL AND FINAL SATISFACTION OF ANY CLAIMS AGAINST ALG RELATING TO THE GOODS AND SERVICES. EXCEPT AS MAY BE SET FORTH HEREIN, ALG MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING ITS SERVICES. IN NO EVENT SHALL ALG BE LIABLE FOR ANY LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED TO THE CUSTOMER, EVEN IF ALG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. (c) In no case will the maximum liability of any Third Party for damages to a Shipment be greater than \$100,000.

3. Insurance. Unless otherwise agreed in writing, ALG will select Third Parties which have certificates of insurance showing liability insurance coverage limits for loss or damage to cargo up to \$100,000. In no event, however, shall ALG be responsible for any Third Party's failure to actually maintain such insurance, for any exclusion from coverage which may apply, or for any fraudulent act by Third Parties or any other persons or entities presenting fraudulent or false information to ALG or the Customer. Upon request and for a separate charge, ALG can arrange first-party cargo insurance for the Customer's Shipment. However, ALG is under no obligation to arrange such insurance unless it receives specific written instructions from the Customer to do so prior to transportation of the Shipment, and the Customer pays the required premium. The Customer agrees ALG assumes no agency role for the Customer in procuring such first-party cargo insurance coverage; such coverage shall be governed exclusively by the terms of the certificate of insurance coverage and policy issued by the insurance company to Customer; and the insurance company is solely responsible for the payment of insurance claims.

4. Credit. Payment terms and credit limits are subject to credit approval at the sole and absolute discretion of ALG, which shall be determined periodically and after submission of a Credit Application and may be revised if there is a change in Customer's payment history or financial condition. Customer grants ALG the right to perform such credit history and background searches as ALG deems necessary, and will submit a financial statement, if requested.

5. Cash Collect Shipments. ALG can assist with Cash on Delivery ("C.O.D") Shipments, but the Customer assumes the sole responsibility and liability for any failure of a consignee or bank to pay, and for any delay in the Shipment or loss to the Shipment that may result.

6. Payment of Services. Payment terms for all charges incurred for Services performed or arranged by ALG shall be net thirty (20) days from the date of the invoice issued by ALG. Invoices submitted by ALG to Customer are deemed conclusively accepted and approved and fully payable on the terms contained therein unless disputed in writing by Customer within seven (7) business days of Customer's receipt thereof. Any amount remaining unpaid after thirty (20) days shall accrue interest at a rate equal to the lesser of: (a) one and one-half percent (1.5%) per month; or (b) the highest rate allowed by law. ALG's charges for the Services it performs are in addition to the charges of all Third Parties retained by



ALG on the Customer's behalf, which will be invoiced together. The Customer agrees to pay ALG's invoices without reduction or deferment on account of any alleged claim, counterclaim or set-off it believes it has for cargo loss, damage or theft for the shipment at issue in the invoice or for any prior or subsequent shipments, and all charges therein shall be considered as earned by ALG at the moment the Shipment has commenced transportation. Customer agrees to pay any Per Diem, Container Use, Chassis Use/Rental and/or Storage/Ocean Demurrage Charges that result from any delays caused by Customer's delay in accepting delivery of the Shipment, devanning the goods from the intermodal container or which are otherwise attributable to any act or omission of the Customer.

7. Lien on Customer's Goods. The Customer agrees that ALG has a general, contractual lien on all Shipments which are the subject of Services rendered by ALG while those Shipments are in possession of any Third Party for any accounts receivable owed by the Customer to ALG arising from the specific Shipment against which the lien is asserted, and/or arising from any previous Shipments. If ALG elects to hold any Shipment based on these lien rights, it will provide written notice of that election to the Customer, and Customer agrees ALG has the authority to direct Third Parties to hold shipments on the basis of these lien rights and to arrange unloading and storage at Customer's expense. If the Customer fails to make payment arrangements or post security to ALG's satisfaction within thirty days of such notice, ALG will have the right to sell the Shipment at private or public sale or auction and will remit to the Customer any net proceeds after the sale which exceeds the total amount owed (including any accrued unloading, loading and storage charges). The Customer shall provide notice to any other parties having an interest in the Shipment of these lien rights and of any exercise of those rights by ALG.

8. Indemnification. The Customer agrees to indemnify, defend, and hold ALG harmless from and against any and all claims and/or liabilities, including, but not limited to attorney's fees and costs, arising from the Customer's acts or omissions in relation to the Shipment, and arising from the manner in which the Shipment was prepared and/or packed for Shipment.

9. Applicable Law, Venue and Time for Suit. These Terms and Conditions of Service shall be governed by Illinois law without the application of its conflict of laws principles. Any suit relating to this Agreement shall be instituted in a state or federal court in either Cook County, Illinois, or in the Counties of Nassau or Suffolk, New York, and the parties irrevocably consent and waive all objections to the jurisdiction of any such court. A suit to enforce a judgment against the Customer may be filed in any jurisdiction where the Customer has assets. Any cause of action against ALG relating to or arising out of the Services ALG provides to the Customer will not be valid unless such action is commenced by the filing of a complaint in the required venue within one year of the date of the loss. ALG shall be entitled to recover its courts costs and reasonable attorney's fees from the Customer in any action for collection of any payment due to ALG, or in any other action in which ALG prevails in the enforcement of these Terms and Conditions of Service.

10. Modification. No modification of these Terms and Conditions of Service shall be of any force or effect unless (a) reduced to writing and signed by both ALG and the Customer prior to Shipment, and (b) expressly referred to as being a modification of these Terms and Conditions of Service.

11. Severability. The provisions set forth in these Terms and Conditions of Service are severable, and if any particular provision should be held invalid, unenforceable or illegal by a court having competent jurisdiction, the remainder of these Terms and Conditions shall not be affected and shall be construed as if such invalid, unenforceable or illegal provision(s) was (were) omitted.

12. Force Majeure. In the event that ALG is prevented from performing Services because of an occurrence beyond its control and arising without its fault or negligence, including without limitation,



war, riots, rebellion, acts of God, pandemics, public health emergencies, quarantines and business restrictions by public health authorities and other acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such failures to perform shall be excused for the duration of such occurrence. Whenever possible, in the event of a force majeure event, ALG shall promptly notify the Customer in writing, stating the reasons for the inability to comply with the provisions of this Agreement, and the expected duration of the force majeure event. ALG shall not be liable for any delays or failures in the performance of Services due to circumstances beyond its control.

Rev. 8-3-23

BILL OF LADING CONDITIONS OF CONTRACT

1. By tendering the Shipment described on this Bill of Lading to American Logistics Group, Inc. ("ALG") for handling and transportation, Customer agrees, for itself and all other parties at any time having an interest in the goods, to these Bill of Lading Conditions of Contract, which no agent or employee of the parties may alter. This Bill of Lading is non-negotiable. If a shipment is tendered to Carrier on any shipping document other than Carrier's own bill of lading, Carrier's Conditions of Contract shall supersede any terms, conditions, rules or regulations contained on the shipping document used.

2. **Definitions.** "Carrier" is ALG and any Third Parties through which Carrier undertakes to arrange carriage of the Shipment identified in this Bill of Lading ("Services"). "Customer" means the shipper, consignee or receiver of the Shipment that is identified in this Bill of Lading. "Shipment" means the goods which are identified on this Bill of Lading, irrespective of the quantity or number of containers, packages, or pieces. "Third Parties" shall include, but are not limited to, air carriers motor carriers, freight forwarders, property brokers, warehouses, and others to which the Shipment is entrusted by Carrier or transportation, cartage, handling, storage, or any other service with respect to the Shipment.

3. Customer warrants that: (a) it is the owner or authorized agent of the owner of the Shipment; (b) the Shipment is properly and completely described on this Bill of Lading; (c) all goods in the Shipment have been properly and sufficiently prepared, packed, labeled and/or marked for the normal rigors of the intended transportation and in accordance with all government regulations pertinent to the transportation of the goods; (d), except as noted on the Bill of Lading, all goods in this Shipment are in good order and condition; (e) the goods do not comprise or contain any explosive, incendiary or other device, hazardous substance or weapon which may endanger life or the safety of any transport conveyance or which may cause or is likely to cause loss, damage, injury to or death of any person or property; and the goods do not contain any undeclared dangerous or hazardous materials within the meaning of current IATA Dangerous Goods Regulations ("Regulations"), and Customer will not tender such goods to Carrier without obtaining Carrier's prior consent. Where such consent is granted, Customer warrants that all such goods are packed, marked, and labeled and otherwise meet all documentation requirements and provisions of the Regulations and it has complied with all statutes, rules, and regulations of any and all governments and governmental agencies governing its activities. Customer agrees to defend and indemnify Carrier from and against any and all loss, damage, delay, and expense, including reasonable attorney's fees and costs, arising out of Customer's breach of any of the warranties contained herein.

4. Carrier does not guarantee pick up, transportation, or delivery of the Shipment by a stipulated time, but only undertakes to complete the carriage hereunder with reasonable dispatch. Carrier is authorized to select the routing and such Third Parties to perform Services with respect to the Shipment as it deems appropriate for completing the carriage, handling, and storage of the Shipment, and it may substitute alternate carriers or aircraft and may, without notice, and or select the routing and all intermediate stopping places it deems appropriate or deviate from any routing instructions shown on the face hereof.

5. **Limitation of Liability.** ALG's liability for loss or damage to any Shipment is limited to the lesser of (A) \$0.50 per pound per piece lost or damaged with a minimum of \$50.00 per shipment or, if a higher value is declared at time of shipment and excess value charges of \$0.65 for each \$100.00 of declared value is paid, the declared value; (B) the replacement value of an item of like kind and quality; (C) Customer's cost of the article or articles lost or damaged; or (D) the repair cost in the event that a claimed item can be repaired.

6. Carrier shall not be liable for any loss, damage, or delay caused by: Acts of God; public enemies; public authorities acting with actual or apparent authority, including acts of quarantine, impoundment and confiscation; riots, strikes, and civil commotion; hazards or dangers incident to any state of declared or undeclared war or nuclear risk; acts or defaults of the Customer, including any breach of these Terms and Conditions; and any defect or vice inherent in the nature of the Shipment itself. **IN NO EVENT SHALL CARRIER BE LIABLE FOR ANY LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED TO THE CUSTOMER UNDER THIS BILL OF LADING, EVEN IF CARRIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

7. (a) The consignor or consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected, except that collect shipments may move without recourse to the consignor when the consignor so stipulates by signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the consignor shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided by the consignor. (b) Notwithstanding the provisions of subsection (a) above, the consignee's liability for payment of additional charges that may be found to be due after delivery shall be as specified by 49 U.S.C. §13706, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is for-hire carrier. (c) Nothing in this bill of lading shall limit the right of the Carrier to require the prepayment or guarantee of the charges at the time of shipment or prior to delivery. If the description of articles or other information on this bill of lading is found to be incorrect or incomplete, the freight charges must be paid upon the articles actually shipped.

8. **Cargo Insurance.** Upon written request and for a separate charge, ALG can arrange first-party cargo insurance for the Customer's Shipment. However, ALG is under no obligation to arrange such insurance unless it receives specific written instructions from the Customer to do so prior to transportation of the Shipment, and the Customer pays the required premium. The Customer agrees ALG assumes no agency role for the Customer in procuring such first-party cargo insurance coverage; such coverage shall be governed exclusively by the terms of the certificate of insurance coverage and policy issued by the insurance company to Customer, and the insurance company is solely responsible for the payment of insurance claims.

9. Notice of arrival of the Shipment at the time and place Carrier is entitled to make delivery will be given to the consignee, or to the person indicated on the face hereof, as the person to be notified, and delivery will be tendered to consignee. If the consignee declines to accept the tender of the Shipment, or cannot be contacted, disposition of the Shipment will be made in accordance with instructions of the Customer. Customer shall be liable for all costs in either returning the Shipment or warehousing the Shipment pending its disposition, or both. If after ten (10) days no instructions have been given by Customer to return the Shipment or to have it destroyed, Carrier shall have the option of returning, disposing of or salvaging the Shipment at Customer's expense.

10. **Notice of Damage and Inspection.** Receipt by the consignee of the Shipment without written notification of damage or exception on the delivery receipt shall be prima facie evidence that the Shipment has been delivered in good order and condition. If loss or damage is found, a notation must be entered on the Bill of Lading or delivery receipt which accurately reflects the nature and extent of the damage. Notations such as "subject to inspection" and "subject to recount," are not valid exceptions. Notification of concealed loss/damage claims (i.e., claims for loss or damage discovered by the consignee after delivery and after a clear receipt has been given) must be received in writing by Carrier within (24) hours after delivery. For all damage claims and concealed loss claims, Carrier must be allowed the privilege to make inspection of the Shipment, container(s), and packaging material(s) at place of delivery in the same condition in which they were received.

11. **Claims.** As a condition precedent to recovery, claims must be filed in writing with ALG at American Logistics Group, Inc., PO BOX 4, Syosset NY, 11791. Claims for loss or damage must be filed within nine months after the delivery of the property (or, in case of export traffic, within nine months after delivery at the port of export), except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed. Suits for loss, damage, injury or delay shall be instituted against the Carrier no later than two years and one day from the day when written notice is given by Carrier to the claimant that the Carrier has disallowed the claim or any part of parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier shall be liable, and such claims will not be paid. Payment of any claim is conditioned on Customer's submission of proof of the actual physical loss or damage suffered by the Shipment, and must include a copy of the purchase invoice, Bill of Lading, delivery receipt and any other documentation reasonably requested by Carrier. Failure to submit all supporting documents within these time limitations will result in denial of the claim. In addition, no claim will be considered for adjustment or payment until all freight and other charges due and owing to Carrier for Services have been paid in full. Overcharge claims must be received in writing by Carrier within one year after date of acceptance of the Shipment by Carrier.

12. **Cash Collect Shipments.** Carrier can assist with Cash on Delivery ("COD") Shipments, but the Customer assumes the sole responsibility and liability for any failure of a consignee or bank to pay, and for any delay in or loss to the Shipment, and additional cost and expenses incurred, that may result.

13. **Payment of Freight and Service Charges.** Payment terms for all freight and other charges incurred for Services performed or arranged by Carrier with respect to the Shipment shall be net thirty (30) days from the date of the invoice issued by Carrier. Invoices submitted by Carrier to Customer are deemed conclusively accepted and approved and fully payable on the terms contained therein unless disputed in writing by Customer within seven (7) business days of Customer's receipt thereof. Any amount remaining unpaid after thirty (30) days shall accrue interest at a rate equal to the lesser of: (a) 1.5% per month of the average outstanding balance due; or (b) the highest rate allowed by law. ALG's charges for the Services it performs are in addition to the charges of all Third Parties retained by ALG on the Customer's behalf, which will be invoiced together. The Customer agrees to pay Carrier's invoices without reduction or deferment on account of any alleged claim, counterclaim or set-off it believes it has for cargo loss, damage or theft, for the Shipment at issue in the invoice or for any prior or subsequent shipments and all charges therein shall be considered as earned by Carrier at the moment the Shipment has been tendered to Carrier for handling, transportation, and any other Services. Customer agrees to pay any Per Diem, Container Use, Chassis Use/Rental and/or Storage/Ocean Demurrage Charges that result from any delays caused by Customer's delay in accepting delivery of the Shipment, devanving the goods from the intermodal container or which are otherwise attributable to any act or omission of the Customer.

14. The Customer agrees that Carrier has a general, contractual lien on all Shipments which are the subject of Services rendered by Carrier while those Shipments are in possession of ALG or any Third Parties for any accounts receivable owed by the Customer to Carrier arising from the specific Shipment against which the lien is asserted, and/or arising from any previous Shipments. If Carrier elects to hold any Shipment based on these lien rights, it will provide written notice of that election to the Customer, and Customer agrees Carrier has the authority to direct Third Parties to hold Shipments on the basis of these lien rights and to arrange unloading and storage at Customer's expense. If the Customer fails to make payment arrangements or post security to Carrier's satisfaction within thirty days of such notice, Carrier will have the right to sell the Shipment at private or public sale or auction and will remit to the Customer any net proceeds after the sale which exceeds the total amount owed (including any accrued unloading, loading and storage charges). The Customer shall provide notice to any other parties having an interest in the Shipment of these lien rights and of any exercise of those rights by Carrier.

15. These Terms and Conditions shall be governed by Illinois law without the application of its conflict of laws principles. Any suit relating to the Customer's obligations under this bill of lading, including any action to collect freight, shall be instituted in a state or federal court in court in either Cook County, Illinois, or in the Counties of Nassau or Suffolk, New York, and the parties irrevocably consent and waive all objections to the jurisdiction of any such court. A suit to enforce a judgment against the Customer may be filed in any jurisdiction where the Customer has assets. Carrier shall be entitled to recover its courts costs and reasonable attorney's fees from the Customer in any action for collection of any payment due to Carrier.