

Terms and Conditions

Array Logistics (hereinafter referred to as "Company") & The enrolled Customer, (hereinafter collectively referred to as "Customer")

Bill of Lading:

- a. All bills of lading are NON-NEGOTIABLE and have been prepared by the enrolled Customer or by the Company as Customer's agent on behalf of the Customer and shall be deemed, conclusively, to have been prepared by the Customer and to bind Customer.
- b. As it relates to blind shipments, Company agrees to use diligent efforts to ensure that the non-blind shipment information is not disclosed per the blind shipment requestor's request. However, Company does not guarantee that the information requested to remain blind will not be revealed, disclosed and/or become known and neither Company nor the underlying carrier shall assume any liability to the blind shipment requestor or any third party for the release of such information, whether or not such release resulted from the fault of Company.

Customer's Warranties:

- a. The Customer is responsible for and warrants their compliance with all applicable laws, rules, and regulations including but not limited to customs laws, hazardous materials laws, import and export laws and governmental regulation of any state and country to, from, through or over which the shipment may be carried. Customer further warrants that it is registered and in compliance with the security plan and training requirements, and any amendments related thereto, related to hazardous materials, including but not limited to, 49 C.F.R. #172.700-704 and 49 C.F.R. #172.800-804. Customer is obligated to inform Company at time of tendering if any shipments contain hazardous materials. Customer further warrants that it will immediately advise Company in the event that its registration and/or compliance with these regulations expires or are terminated. The Customer agrees to furnish such information and documentation as necessary to establish its compliance with such laws, rules and regulations. Customer acknowledges and agrees that rail carriers provide transportation services subject to provisions, restrictions, and limitations in their rail circulars, and the rail circulars address, among other matters, standards for loading, blocking and bracing, prohibitions, and restrictions on certain types of commodities, limitations of liability, procedures and limitations on cargo claims, and requirements for proper descriptions of commodities. The Company assumes no liability to the Customer or to any other person for any loss or expense due to the failure of the Customer to comply with the provisions of this section. Customer agrees to indemnify, defend, and hold Company harmless for any and all loss, liability, claim, damages, or suit arising from the provisions of this section.

Payment:

- a. The Company reserves the right to amend or adjust the original quoted amount or re-invoice the Customer if the original quoted amount was based upon incorrect information received at the time of the original quote, if additional services by the carrier were required, or as otherwise necessary to perform the pickup, transportation and delivery functions therein. When paying by credit card or electronic funds, the Customer agrees they will be responsible for all charges payable, including any adjustments, on account of such Customer's shipment.

Cancellation / Refund Policy:

- a. Any order placed with and accepted by Array Logistics, Inc. can only be cancelled in writing prior to the shipping process being started.
- b. Refunds will only be considered if Array Logistics has not followed through with agreed upon services and expectations. A refund request must be approved by an Array Logistics team member before the refund will be processed. Approved refunds will be issued through the same method of payment the original funds were received. Approved refunds will be processed within 2 weeks of approval.

Claims and Limitations of Liability:

- a. The individual carrier's governing General Rules Tariff will apply when determining carrier liability. Those Tariffs can be viewed at the Company's corporate offices. If the shipment contains freight with a predetermined exception value, as determined by the selected carrier, the maximum exception liability will override the otherwise standard liability coverage. The maximum amount that Customer will receive from the carrier on a claim will be that which is recoverable under the respective transportation tariffs. It is the Customer's responsibility to ensure the liability limits of the carrier meet their shipment needs. The Company will not be responsible in any way for claims arising out of Customer negligence, carrier's negligence, or the negligence of any third party.

Rates:

- a. LTL rates are based on the freight class as determined by the NMFC (National Motor Freight Classification) which are based on the actual description, size, and weight of the shipment. Additional fees may apply for other charges including appointment delivery, reweighs and reclassifications, lift gate services, inside delivery or various other accessorial services.
- b. Truckload rates are based on dock door pickup/dock door delivery and shipper load/consignee unload and are state to state and mileage based. Additional fees may apply for charges including but not limited to, tractor detention, trailer detention, and driver assistance. Once the Company has contracted with a carrier to move a truckload shipment, the scheduled load must be tendered to the carrier as requested on the bill of lading at the agreed upon price, or equipment not used (EON) fee will be assessed.

- c. Air freight rates are based on the greater of actual or dimensional weight. If an air freight shipment contains oversize freight, additional charges and transit days may apply. Van line rates are driven by state to state/mileage, weight (actual or density) and commodity/product type.
- d. Flatbed rates are based on equipment type, state to state/mileage and weight. If a flatbed shipment contains oversize freight, additional charges and transit days may apply.
- e. All displayed transit times are estimates only and do not include day of pickup. Pickup dates are not guaranteed.

Guaranteed Services:

- a. LTL Guaranteed Services are inclusive of transit times only as noted by the carrier selected. Guaranteed Service transit times do not include holiday and/or no service days as defined by the individual carrier. Shipments not delivered within date/time specified on the bill of lading may not be considered a service failure when the reason for the delivery delay is deemed as no fault of the carrier. These reasons could include, but are not limited to, the following conditions: acts of God; the existence of violence, riots, military action or such possible disturbance as creating reasonable apprehension of danger; acts or omissions by shipper, consignee, owner of goods or public authority; delays due to customs clearance or documentation required for movement of shipment; closure of federal, state, city or local roads, streets, or highways resulting in travel delays by carrier; shipments not accepted by the consignee when offered for delivery. This service is not a guarantee for pickup. Pickup Day is not included in the qualification and calculation of LTL transit time. The Customer is liable for all charges related to the shipment.
- b. Regarding delayed delivery, if XXXX is found negligent, XXXXX's liability is limited to no greater than a refund of the total freight charge payment related to the specific Bill of Lading in question.

Misc:

- a. THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO DELIVERIES. THE COMPANY CANNOT GUARANTEE DELIVERY BY ANY SPECIFIC TIME OR DATE. IN ANY EVENT, THE COMPANY SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING BUT NOT LIMITED TO ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, WHETHER OR NOT THE COMPANY HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.