

By tendering freight to and utilizing the Services described herein, and in the absence of a separate, written logistics and transportation agreement with Customer, Customer acknowledges and agrees that Customer is deemed to be acting as a shipper and that all transactions will be governed by these terms and conditions of service ("**Terms and Conditions**").

Any terms and conditions proposed by Customer which are additional to or inconsistent with these Terms and Conditions shall be void, unless specifically agreed to by Ascent in a separate written agreement signed by Ascent's duly authorized representative. In the event of a conflict between these Terms and Conditions and a signed contract, the signed contract shall control.

1. DEFINITIONS

- 1.1. "Affiliates"** means any entity that directly or indirectly controls, is controlled by, or is under common control with Ascent, including, without limitation, Ascent On-Demand entities such as Active PTM, LLC, Active Global Solutions, LLC, Active Aero Motor Carrier, LLC d/b/a Ascent Expedite, Active Aero Charter, LLC, USA Jet Airlines, Inc., and Ascent On-Demand de Mexico, S. de R.L. de C.V., and any future entities created or acquired.
- 1.2. "Applicable Law"** means, collectively, all international, regional, supranational, federal, state, provincial, municipal, territorial, and local laws; statutes; regulations; rules; official norms; ordinances; binding governmental orders; and mandatory international conventions (including, as applicable, but not limited to the Montreal Convention, Warsaw Convention, CMR, Hague-Visby Rules, CIM, and any local implementing legislation) of the jurisdiction(s) that apply to and govern the performance of the Services, carriage of the Shipment, and/or the parties' relationship.
- 1.3. "Ascent"** means Ascent Global Logistics, LLC; Ascent Global Logistics International, LLC; Ascent On-Demand, Inc.; and each of their existing and future Affiliates, related companies, successors and assigns, together with their respective directors, officers, employees, agents and authorized representatives.
- 1.4. "Carrier"** means any third-party motor carrier, ground expedite provider, rail carrier, ocean carrier, air carrier, or other Transportation Provider engaged by Ascent (directly or indirectly) to physically transport a Shipment by any mode.
- 1.5. "Customer"** means the entity or person for whom Ascent is rendering Services, as well as its principals, agents and/or representatives including without limitation shippers, importers, exporters, consignees, owners of the goods, secured parties, buyers, sellers, shipper's agents, customs brokers, warehousemen, and insurers. It is Customer's responsibility to provide a copy of these Terms and Conditions to all such parties.
- 1.6. "Documentation"** means all information, instructions and documents (including commercial invoices, packing lists, manifests, bills of lading, waybills, security filings, customs entries, and electronic data) provided or made available to Ascent directly or indirectly by or on behalf of Customer, in any form.
- 1.7. "OTI" / "NVOCC" / "Freight Forwarder"** means, respectively, an ocean transportation intermediary, non-vessel operating common carrier or surface/air/ocean freight forwarder, as defined under Applicable Law, when acting in those respective capacities.
- 1.8. "PEAK™"** or any of its derivatives means Ascent's Proprietary digital freight marketplace that helps Customers find quick, reliable transportation and best-in-market rates worldwide through a technology-driven bid board. PEAK™ offers customers instant access to a robust network of asset-based providers as well as live Shipment tracking, event-driven alerts, advanced analytics, digital documentation and invoice management.
- 1.9. "Proprietary" or "Proprietary Materials"** means Ascent's and its Affiliates' software, platforms (including PEAK™), databases, specifications, manuals, reports, templates and all other works of authorship, inventions (whether patentable or not), know-how, processes, data compilations, trademarks and other intellectual property.
- 1.10. "Reefer"** means a refrigerated trailer or container, or other temperature-controlled unit, used for transporting temperature-sensitive or perishable items.
- 1.11. "Service Provider"** means any third party, including a Carrier, warehouse, terminal operator, trucking company, cartman, lighterman, Freight Forwarder, NVOCC, aircraft operator, customs broker, handling agent, and others to which the goods are entrusted for transportation, cartage, handling, loading, unloading, storage, consolidation, deconsolidation, delivery, customs clearance or other logistics services.
- 1.12. "Shipment"** means any shipment, load, consignment, cargo, goods or merchandise in respect of which Ascent provides or arranges any Services, whether moved by ground, air, ocean, rail, intermodal or any combination thereof.
- 1.13. "Transportation Provider"** means a Service Provider that physically transports freight by ground, air, ocean or rail.

2. SERVICES, ROLES

2.1. General Services. In compliance with Applicable Law, Ascent may agree to arrange or provide logistics and transportation-related services for Customer's Shipments (collectively, the "**Services**"), which may include any combination of:

- 2.1.1. arranging transportation by ground, air, ocean, rail or intermodal;
- 2.1.2. domestic or cross-border brokerage of ground transportation;
- 2.1.3. international ocean and air freight forwarding;
- 2.1.4. customs brokerage and related post-entry services;
- 2.1.5. warehousing, consolidation, de-consolidation and distribution;
- 2.1.6. on-demand / expedited ground and air solutions, including air charter and on-board courier; and
- 2.1.7. other ancillary logistics and supply-chain services as agreed in writing.

Mode- and geography-specific liability regimes, limitations and claim periods that apply to particular Services may be further described in one or more annexes (including Annex 1 Mode- and Geography-Specific Liability Matrix) as updated by Ascent from time to time. The Ascent entity and authority used for each Shipment will be disclosed on the transportation documents and by tendering the freight, Customer agrees to the same. Only the specific Ascent entity identified on the applicable transportation document, rate confirmation, invoice, or service record is the contracting party for that Shipment or Service, and no other Ascent affiliate shall have any liability absent a separate written undertaking.

2.2. Ascent as Broker / Intermediary. Except where a specific Ascent entity expressly acts as a motor carrier, air carrier, NVOCC, OTI or warehouse operator under its own bill of lading ("**BOL**") or transport document, Ascent acts solely as a broker, Freight Forwarder and/or logistics intermediary and does not assume the role of a Carrier or bailee of the goods. In those intermediary roles, Ascent's responsibility is limited to arranging for, but not actually performing, transportation and related services; and the Carrier or Service Provider in physical possession of the goods is responsible for cargo loss, damage or delay, subject to that entity's own terms, tariffs, contracts, and any mandatory international conventions or Applicable Law.

Ascent shall maintain a surety bond or trust fund agreement as required by the FMCSA in the amount of at least \$75,000, or as otherwise required by the FMCSA, and will furnish Customer with proof of its bond or trust fund agreement upon request.

2.3. Ascent as Customs / Regulatory Agent. Where Ascent performs customs brokerage, export filing, security filing, post-entry services, drawback, duty recovery or other customs- or trade-related services, Ascent acts solely as Customer's agent before the applicable customs or governmental authorities, based on Documentation and instructions supplied by Customer. Ascent does not assume the role of importer of record, exporter of record, manufacturer, seller, buyer, or owner of the goods unless expressly agreed in writing. Ascent shall have no obligation to act unless and until Customer has delivered to Ascent, in form and substance satisfactory to Ascent, all powers of attorney, agency appointments, bonds, authorizations, importer or exporter data, and all invoices, classifications, values, origin information, and other documentation or information reasonably required by Ascent or applicable governmental authorities, but with the understanding that Ascent's obligation to act will be limited to those acts it is able to perform in accordance with Applicable Law.

Customer acknowledges and agrees that Ascent may rely entirely on the accuracy and completeness of all information and documents provided by or on behalf of Customer and shall have no duty to investigate, audit, correct, supplement, or independently verify the same. If Customer fails to provide information or documents on a timely basis, or if any information or documents are inaccurate, incomplete, inconsistent, or otherwise unsatisfactory in Ascent's reasonable judgment, Ascent may, without liability, decline to make or continue any filing, decline to act on Customer's behalf, suspend performance of customs-related Services, or take such other action as Ascent deems appropriate to comply with Applicable Law. Moreover, the Customer shall indemnify, defend and hold harmless Ascent for any claim, action, penalties, fines or damages caused directly or indirectly to Ascent, in case that the Customer provides Documentation and/or information that is false, incomplete or imprecise.

Customer shall promptly review all customs entries, declarations, filings and other documents prepared or submitted by Ascent or on Customer's behalf and shall immediately notify Ascent of any error, discrepancy, omission or incorrect statement. Ascent may rely on Customer's failure to object promptly as evidence that the filing reflected Customer's instructions and information.

Where any bond, undertaking, guarantee, or security is required in connection with a Shipment, Customer shall be bound by the terms thereof to the same extent as if executed directly by Customer, notwithstanding that Ascent or another party may execute the same as principal, agent, or surety at Customer's request or for Customer's benefit.

Customer shall indemnify, defend, and hold harmless Ascent from and against any breach, claim, liability, cost, penalty, duty, tax, interest, expense, or loss arising out of or relating to such bond, undertaking, guarantee, or security.

Ascent shall not be responsible for increased duty, tax, penalty, fine, liquidated damages, seizure, hold, exam expense, delay, or other cost arising out of inaccurate, incomplete, untimely, or misleading information supplied by or on behalf of Customer, except to the extent finally determined by the competent authorities to have been caused solely by Ascent's gross negligence or willful misconduct, and in all events subject to the liability limitations otherwise set forth in these Terms and Conditions.

Ascent shall have no duty to provide pre-clearance advisory services, obtain rulings, monitor liquidation dates, file protests, petitions, prior disclosures, post-summary corrections, post-entry amendments, claims, or other post-entry or post-release actions unless Ascent expressly agrees in writing to do so for the specific matter.

References in these Terms and Conditions to specific U.S. customs or trade statutes are by way of example only and are intended to be read together with equivalent requirements imposed by customs, tax and border agencies in any other jurisdiction relevant to a Shipment.

- 2.4. On-Demand / Expedited and Air Services.** For on-demand, expedited, air freight forwarding, air charter and on-board courier services, Ascent or an Affiliate may act as an indirect air carrier ("**IAC**") or air freight forwarder arranging transportation with underlying aircraft operators; act as an air charter manager arranging charter services with certified aircraft operators; and/or arrange ground pickup and delivery in connection with those air movements.

Liability for cargo during air carriage is governed by the applicable international convention (e.g., Montreal or Warsaw) or other Applicable Law, and by the applicable carrier's terms and conditions, except as otherwise expressly agreed in writing.

- 2.5. No Exclusivity.** Customer is not restricted from tendering freight or other logistics business to other brokers, Freight Forwarders, logistics providers or carriers. Ascent is not restricted from arranging or providing services for other customers.

- 2.6. Local Service-Specific Terms.** For certain Services, Ascent may publish or expressly agree with Customer to local, service-specific or customer-specific terms (including local law riders or mode-specific schedules). In the event of any inconsistency between such local or service-specific terms and these Terms and Conditions, the more specific terms applicable to the relevant Service, mode, geography or location shall, to the extent permitted by Applicable Law, prevail for that Service, mode, geography or location.

- 2.7. Quotations Not Binding.** Quotations, spot quotes, estimates or indications of fees, rates of duty, freight charges, insurance premiums, taxes, accessorial or other charges given by Ascent to Customer are for informational purposes only, are based on the information available at the time given, and are subject to change without notice unless expressly stated otherwise in writing by Ascent. No quotation shall be binding upon Ascent unless Ascent agrees in writing to undertake the applicable handling, transportation or other Services for the Shipment at a specific rate or amount, and payment arrangements and all material Shipment details have been agreed to by Ascent and Customer prior to movement of the Shipment. Ascent may amend charges if shipment information proves inaccurate, additional services are required, or pickup/delivery instructions change; no-show, truck ordered-not-used, and late-cancellation fees may apply.

- 2.8. Transactional Documents; Order of Precedence.** Customer accepts the terms of any BOL, waybill, tariff, circular, power of attorney, service order, booking confirmation, rate confirmation, warehouse receipt or other transactional document issued by Ascent or expressly incorporated by Ascent in connection with the performance of the Services. Carrier or Service Provider terms shall apply only to the extent required by Applicable Law, contained in a mandatory tariff, or expressly incorporated by Ascent for the specific Service or Shipment. In the event of a conflict, the order of precedence shall be, in descending order: (a) any separately signed contract between Customer and Ascent; (b) these Terms and Conditions, including any applicable attachments, exhibits, schedules, appendices, annexes and local law riders; (c) Ascent-issued transactional documents for the specific Shipment or Service; and (d) Carrier or Service Provider documents and tariffs, but only to the extent made applicable under the preceding sentence or by mandatory Applicable Law.

- 2.9. Warranties; Standard of Performance.** Except as expressly set forth herein and subject to any mandatory Applicable Law that cannot be waived, the Services are provided by Ascent without any representations or warranties, express, implied, statutory or otherwise, including any implied warranties of merchantability, fitness for a particular purpose or non-infringement, and Ascent does not warrant any particular delivery date (and any agreed upon delivery dates shall be indicative and non-binding only), transit time, routing, equipment availability, market capacity, market rate, duty amount, tax amount, accessorial level or other shipment-specific commercial outcome. Ascent's sole express undertaking is that it will perform the Services in good faith and in accordance with commercially reasonable standards

and its customary business practices applicable to the relevant Service. Without limiting the foregoing, Ascent does not warrant and shall not have liability for the acts, omissions, performance or nonperformance of any Carrier, Service Provider, warehouseman, customs broker or other third party, including any failure by such party to satisfy its obligations to Customer or to comply with Applicable Law, except to the extent of Ascent's own direct breach of these Terms and Conditions.

- 2.10. No Duty to Maintain Records.** Customer acknowledges that it has the duty and is solely liable for maintaining all records required under the customs laws and/or other Applicable Law. Unless otherwise agreed in writing, Ascent shall only keep such records that it is required to maintain by Applicable Law but not act as a "record keeper" or "recordkeeping agent" for Customer.

3. CUSTOMER RESPONSIBILITIES.

- 3.1. Compliance with Food Safety and Other Applicable Laws.** If applicable, Customer must comply, and Ascent will contractually require relevant Carriers and Service Providers to comply, with all Applicable Law governing the safe and secure transportation of food or other regulated commodities, including food safety, dangerous goods, sanctions/export controls, data privacy and security requirements. This obligation applies not only to U.S. statutes and regulations but also to any equivalent or analogous laws in any jurisdiction from, to, through or over which any Shipment may be carried.

3.2. Customer Written Instructions.

- 3.2.1. Customer must provide complete, accurate and timely written shipping instructions and identify the kind, quantity, weight, dimensions, condition and value (if declared) of the Shipment in the BOL or other transport instructions.
- 3.2.2. Customer must clearly identify any special service requirements (e.g., temperature control, white-glove, time-definite, liftgate, hazardous materials, oversized/overweight, coiled or rolled products, security escorts). Restricted commodities, including hazardous materials, dangerous goods, and temperature-controlled cargo, may not be tendered without proper identification and prior arrangements for the necessary capacity and regulatory compliance. Additional fees may apply for special service requirements.
- 3.2.3. Prior to loading, Customer must set out in the booking request and on the face of the BOL all instructions which must be followed by the Carrier or Service Provider to maintain the safety and integrity of the Shipment, including without limitation:
 - (a) required operating temperature and mode (e.g., continuous or cycle);
 - (b) any pre-cooling requirements;
 - (c) required sanitation standards and cleaning/sanitation procedures for equipment;
 - (d) load securing or blocking/bracing/requirements beyond industry norm; and
 - (e) any special handling instructions required by Applicable Law (together, the **"Written Instructions"**).
- 3.2.4. Customer acknowledges that Ascent is entitled to rely on all Documentation and information provided by or on behalf of Customer and that Ascent is not obliged to investigate or verify such information except where expressly agreed in writing. In any case, Ascent will not be liable to Customer in case the packages are delivered sealed, and Ascent, or its Carriers cannot inspect the contents of the cargo and how it was secured.

3.3. Cargo Loading and Securement (Primarily Ground).

- 3.3.1. Customer is solely responsible for ensuring that Shipments are properly packaged, suitable for the intended mode(s) of transportation, and where Customer or its shipper loads the equipment, are properly loaded, blocked, braced, and secured.
- 3.3.2. Customer must inspect the equipment tendered by the Carrier or Service Provider to confirm it is clean, dry, odor-free, structurally sound, appropriately configured (including Reefer settings, if applicable), and suitable for the Shipment and Written Instructions.
- 3.3.3. Customer must reject any equipment that is not in appropriate condition to protect and preserve the Shipment. If Customer accepts such equipment or fails to reject it before loading, the equipment is deemed appropriate and such failure constitutes a defense to any cargo claim arising from the condition of the equipment.

- 3.4. Mitigation of Damages.** Customer must take all reasonable steps to mitigate loss or damage, including salvage or sale of any portion of the Shipment for which a secondary market exists, consistent with Applicable Law and regulatory guidance (e.g., food safety).

- 3.5. Customer Warranties.** Customer represents and warrants that:

- 3.5.1. it is the owner of the goods or is authorized to tender them and to instruct Ascent;
- 3.5.2. all information provided to Ascent is true, correct and complete. Furthermore, it will deliver in time and form to Ascent, all information and Documentation so that Ascent may render its Services. In case of breaching the foregoing, the Customer shall relieve Ascent of its liabilities and obligations hereunder;
- 3.5.3. it will comply with all Applicable Law (including customs, export controls, sanctions, hazardous materials, and security regulations) and will provide all information and supporting documents necessary to permit Ascent and its Service Providers to comply with Applicable Law.
- 3.5.4. all goods are properly described, classified, marked, packaged and labeled, and all Documentation is accurate and complete;
- 3.5.5. That all the resources that the Customer will use to pay for any Services subject matter of this Agreement, do not come directly or indirectly, nor do they represent gains derived from the commission of any crime, so such resources will always come from a legal source and the Customer may always prove the legitimate origin of said resources; and
- 3.5.6. Make sure that Ascent's Carriers have full access to Customer's facilities and/or to the pick-up and delivery facilities indicated by the Customer, to deliver or collect the respective goods as requested by the Customer.

Ascent assumes no liability to Customer or to any other person for any loss or expense due to the failure of the Customer to comply with its responsibilities under this Section 3. Customer shall indemnify, defend and hold Ascent harmless from any liability, cost, loss, fine, penalty or expense (including reasonable attorneys' fees) arising out of (i) any breach of the warranties or obligations in this Section 3; (ii) Ascent acting in accordance with Customer's instructions; (iii) any breach by Customer of any warranty contained in this Agreement; or (iv) from the negligence, gross negligence, or willful misconduct of Customer or its principals, agents and/or representatives.

4. HAZARDOUS MATERIALS / DANGEROUS GOODS

- 4.1.** Customer must advise Ascent in advance if any Shipment contains hazardous materials or dangerous goods and must comply with all Applicable Law regulating their classification, packaging, labeling, Documentation, handling and transport. Customer is responsible for ensuring that all required dangerous goods documentation and markings are accurate and complete, and immediately informing Ascent if any Shipment contains hazardous materials.
- 4.2.** Customer shall defend, indemnify and hold Ascent harmless (including reasonable attorneys' fees) from any penalties, fines, claims, damages or expenses arising from Customer's actual or alleged failure to comply with hazardous materials or dangerous goods requirements.

5. RECEIPTS, TRANSPORT DOCUMENTS AND PROOF OF DELIVERY

- 5.1. Bills of Lading, Supplement Bill of Lading, and Other Transport Documents and Proof of Delivery.** Where Ascent and/or its Carriers prepare or issue a BOL, supplement bill of lading, or other transport document, Customer or its agent shall supply all necessary identifying marks, piece counts, weight, and apparent condition of the goods. Ascent is entitled to rely on that information without independent verification unless specifically engaged and paid to verify it. Any unauthorized, altered, or substitute document shall be ineffective against Ascent, and Ascent may correct or replace such document at Customer's expense.
- 5.2. Status as Broker / Intermediary.** The insertion of Ascent's name on a BOL or transport document is solely for Customer's convenience and does not change Ascent's status as a broker, freight forwarder or logistics intermediary.
- 5.3. Proof of Delivery.** Upon request, Ascent will use reasonable efforts to provide Customer with proof of acceptance and delivery (such as a signed BOL or delivery receipt, POD image, or electronic timestamp). Failure to provide proof of delivery shall not be grounds for non-payment where there is no genuine dispute that a Shipment was delivered.
- 5.4. No Supplementation by Other Documents.** The terms and conditions of any freight Documentation used by Customer, Carrier or Service Provider (including BOLs, waybills, tariffs, warehouse receipts or delivery notes) will not supplement, alter or modify these Terms and Conditions, except to the limited extent that a Carrier or Service Provider's mandatory tariff or terms are imposed by law or are expressly incorporated by Ascent in writing.

6. PAYMENT AND CHARGES

- 6.1. Advances and Credit.** All charges are payable in advance unless Ascent agrees in writing to extend credit. Granting credit in one transaction does not obligate Ascent to grant credit in any other.
- 6.2. Invoicing; Time for Payment.**
 - 6.2.1. Ascent will invoice Customer for Services in accordance with rates, charges and provisions agreed in writing (including email or electronic platform communication).

6.2.2. Ascent may amend charges and re-invoice Customer if Shipment information proves inaccurate, additional services are required, or pickup/delivery instructions change; no-show, truck ordered-not-used, and late-cancellation fees may apply.

6.2.3. Unless otherwise agreed in writing, Customer shall pay each invoice in the currency (the default being U.S. dollars ("**USD**") unless expressly stated otherwise) and within the payment terms specified on the applicable invoice without deduction, setoff or counterclaim.

6.2.4. Unless an invoice is disputed in good faith by the Customer, if any amount remains unpaid for more than fifteen (15) calendar days after the due date, Ascent may charge interest on the unpaid balance at 1.5% per month (18% per annum) or the maximum rate permitted by Applicable Law, whichever is lower.

6.3. Responsibility for Charges. Customer is responsible for all freight, duties, taxes, surcharges, accessorial and other charges in connection with the Shipment, regardless of any instructions to bill a third party or any payment arrangements among Customer, shipper, consignee or others.

Ascent warrants that to the extent any payments received contain amounts that are owing to any Carrier or Service Provider, Ascent will accept such payment for the benefit of such Carrier or Service Provider and shall remit to the same such amounts that are properly due and payable.

6.4. Cost of Collection. In any dispute, collection effort or legal proceeding involving monies owed to Ascent, Ascent is entitled to recover from Customer all reasonable collection costs, including attorneys' fees, court costs and interest at the applicable contractual or statutory rate.

6.5. General Lien; Right to Sell.

6.5.1. Ascent has a general and continuing lien on any and all goods and property of Customer (and documents relating thereto) in its actual or constructive possession, custody or control (or that of its Service Providers), for all charges, expenses or advances owed to Ascent in connection with any current or prior Shipment(s), including storage and legal costs. This lien survives delivery. Customs duties, transportation charges, and related payments advanced by Ascent shall be deemed paid in trust on behalf of the Customer and treated as pass through payments made on behalf of the Customer for which Ascent is acting as a mere conduit.

6.5.2. After written notice of lien, Customer may avoid sale by paying the amounts due or posting cash, an irrevocable letter of credit at sight, or other security reasonably acceptable to Ascent in an amount equal to 110% of the sums claimed plus accrued storage and related charges. If Customer fails to do so within thirty (30) days after receipt of notice, Ascent may sell the goods at public or private sale and apply the net proceeds to the indebtedness, with Customer remaining liable for any deficiency and any surplus remitted where required by law.

6.5.3. If amounts due are not paid within a reasonable time (and, where required by Applicable Law, after written notice specifying the amount due and Ascent's intent to exercise its lien), Ascent may sell such goods or property at public or private sale, with or without advertising, and apply the net proceeds against the amounts owed, with any surplus remitted to Customer where required by law. Customer shall notify all parties having an interest in its Shipment(s) of Ascent's rights and/or the exercise of such lien.

6.6. Taxes and Duties. Unless expressly stated otherwise, all rates, charges and fees quoted or invoiced by Ascent are exclusive of any value added tax (VAT), goods and services tax (GST), harmonized sales tax (HST), sales or use tax, withholding tax, stamp duty or similar transactional taxes, levies or governmental charges. Where Applicable Law requires such taxes to be charged, they will be added to Ascent's invoices and shall be payable by Customer. Customer is responsible for any required self-assessment or reverse-charge accounting in its jurisdiction.

7. INSURANCE.

7.1. Ascent shall maintain in full force and effect and shall contractually require its Carriers and Service Providers that participate in delivery of the Services to maintain all insurance required by Applicable Law for such performance or as may be commensurate with industry practice. Without limiting the foregoing, Ascent contractually requires each motor Carrier it engages to maintain automobile liability insurance in at least the minimum amounts required by Applicable Law (including, for U.S. motor carriers, the financial-responsibility limits under 49 C.F.R. Part 387). Customer acknowledges that Ascent does not assume liability for any acts or omissions of itself or any Carrier, Service or Transportation Provider solely by virtue of carrying insurance.

7.2. Unless expressly agreed in writing, Ascent is under no obligation to procure cargo insurance on Customer's behalf. If Customer requests insurance in writing and Ascent confirms in writing, Ascent will arrange insurance as Customer's agent, at Customer's cost, subject to the insurer's terms and the coverage limits actually obtained. Customer is

responsible for payment of all premiums and related insurance costs; and compliance with all policy conditions and claim procedures.

Where additional cargo insurance is requested, Customer's sole remedy for loss or damage to the Shipment shall be limited to the available insurance proceeds. Ascent's liability is not increased by arranging insurance, and Ascent is not an insurer.

8. CLAIMS AND LIMITATIONS OF LIABILITY

8.1. General Claims Procedure and Time Limits

8.1.1. Notice of Claims. Unless a different mandatory period applies under Applicable Law or a governing international convention, any claim against Ascent must:

- (a) be made in writing;
- (b) state the basis of the claim and an estimated amount; and
- (c) be received by Ascent within thirty (30) calendar days of the event (unless a different notice period is stated in Annex 1 Mode- and Geography-Specific Liability Matrix) giving rise to the claim or the date Customer reasonably should have become aware of it.

Failure to give timely written notice is a complete defense to any claim against Ascent.

8.1.2. Suit Time. Unless a shorter mandatory period applies under Applicable Law or international convention, for claims relating to air or ocean carriage, any lawsuit must be filed within one (1) year from the date of delivery or the date the goods should have been delivered, as set out in the relevant convention or law; and for all other claims, any lawsuit against Ascent must be commenced and properly served within one (1) year from the date of the event or loss.

8.1.3. Payment of Freight Charges. Payment of freight and other charges is a condition precedent to processing any claim. Customer may not set off any alleged claim against amounts owed to Ascent.

8.1.4. Customer agrees that it will not pursue any claim against Ascent arising from any act or omission of any Carrier or Service Provider.

8.2. Cargo Claims – Carriers and Service Providers

8.2.1. Ascent Not a Carrier (Except as Expressly Agreed). Except where a specific Ascent entity issues its own BOL or transport document as carrier or NVOCC, Ascent is neither a motor carrier, ocean carrier, air carrier, nor warehouseman for purposes of cargo liability. Ascent has no direct liability for loss, damage or delay to cargo while in the custody or control of Carriers or Service Providers.

8.2.2. Carrier / Service Provider Liability.

- (a) Cargo claims must generally be asserted against the Carrier or Service Provider in possession of the goods at the time of the alleged loss, damage or delay, subject to that entity's terms, tariffs and any mandatory conventions or statutes (e.g., Carmack-type rules, Montreal/Warsaw, Hague-Visby, CMR, local road transport acts).
- (b) Such Carriers and Service Providers may lawfully limit their liability (by weight, package, Shipment, SDR, or other unit) and may require written claims and suits within specific time limits.
- (c) Upon request, Ascent will use reasonable efforts, as a service to Customer, to assist in the filing and processing of cargo claims with the responsible Carrier or Service Provider, but such assistance does not make Ascent liable for the outcome of the claim or increase Ascent's liability.

8.2.3. Contracted Carrier Standards. Ascent will use reasonable care in selecting Carriers and Service Providers, including maintaining evidence of required operating authority and minimum insurance levels as appropriate for the mode and geography. Ascent's exercise of reasonable care in selecting a Carrier shall be deemed satisfied where, at or about the time of tender, Ascent confirms that the Carrier (a) holds active and valid operating authority and registration with the FMCSA (or, outside the United States, the equivalent competent authority); (b) is not then assigned a "Conditional," "Unsatisfactory," or "Unfit" safety rating, and is not subject to a federal out-of-service order prohibiting its operation; and (c) maintains the automobile liability and cargo insurance required by Applicable Law. Ascent's duty of care extends only to reviewing reasonably available public safety, authority and insurance data, and Ascent has no duty to investigate, audit, monitor or independently verify a Carrier's drivers, equipment, safety practices or regulatory compliance beyond such data. Ascent's selection of a Carrier is not a representation, warranty or guarantee of the Carrier's future conduct or of the safe operation of any motor vehicle, and, except to the extent of Ascent's own gross negligence or willful misconduct, Ascent shall not be liable for the negligence, fault, or other acts or omissions of any Carrier or its

drivers, whether asserted as negligent selection, hiring, retention, supervision, entrustment or otherwise. Unless otherwise agreed in writing, nothing in this Section guarantees any specific level of carrier liability beyond that mandated by Applicable Law or the Carrier's standard terms.

8.2.4. Where Customer instructs Ascent in writing to use a particular Carrier, Service Provider, route, equipment type or service arrangement, Ascent shall have no duty to evaluate the prudence of that instruction and shall have no liability arising from the performance, nonperformance, acts or omissions of the selected party or arrangement, except to the extent caused by Ascent's failure to follow Customer's written instruction. Likewise, where Customer specifies, approves, prioritizes or constrains carrier selection, routing, equipment, transit time, expedited or time-definite service, available capacity or cost (including by directing Ascent to obtain the lowest available rate or the fastest available service), Customer acknowledges that such instructions may limit the pool of available Carriers and accepts the carrier-selection risk associated therewith, and Ascent shall have no liability arising from such instructions except to the extent caused by Ascent's gross negligence or willful misconduct. Therefore, Customer hereby totally and expressly releases Ascent from any liability corresponding to the Carriers and Service Providers as mentioned above.

8.3. Ascent's Own Liability as Intermediary / Agent

8.3.1. Except where a mandatory regime provides otherwise, Ascent shall be liable only for its own negligent acts or omissions, or direct breach of these Terms and Conditions, that are the direct and proximate cause of proven loss to Customer, and Ascent shall in no event be liable for the acts or omissions of third parties.

8.3.2. General Monetary Limitation. Except to the extent a higher limit is mandated by Applicable Law that cannot legally be varied by contract, Ascent's total aggregate liability for any and all claims of any kind arising out of or relating to any Shipment or transaction, whether in contract, tort, statute or otherwise, and whether arising from customs brokerage, Documentation errors, mis-routing, selection of Service Providers, or any other Services, shall be limited to the lesser of: USD \$50 (or equivalent in the applicable invoice currency) per Shipment or customs entry; or the amount of brokerage or forwarding fees actually paid to Ascent for the specific Shipment or entry giving rise to the claim; or the maximum amount permitted by Applicable Law.

8.3.3. Additional Coverage. Customer may request in writing that Ascent obtain higher liability limits or special coverage (up to the actual or declared value of the Shipment) for a particular Shipment or activity. Any such request is not effective unless Ascent confirms in writing prior to performance and Customer pays all associated additional charges.

8.3.4. Exclusions of Certain Damages. In no event shall Ascent be liable, whether in contract, tort (including negligence), strict liability or otherwise, even if Ascent has been advised of the possibility of such losses, for any:

- (a) indirect, special, incidental, punitive or consequential damages;
- (b) loss of profit, revenue, business opportunity or goodwill;
- (c) delay damages not expressly assumed in a written agreement;
- (d) penalties, fines or liquidated damages owed by Customer to third parties;
- (e) damages caused when the cargo was loaded and secured by the Customer, its clients or any third party that is not under the control of Ascent;
- (f) damages caused when the cargo is lost or damaged while such cargo is under the custody or control of any customs broker, warehouse or any third party that Ascent and/or its Carriers is directed to use by the Customer; or
- (g) damages caused by or derived from the quality, nature or characteristics inherent to the transported goods.
- (h) damages from which Ascent and/or its Carriers are exempted under Applicable Law, including, but not limited to, Article 71 of the Mexican General Law on Communication Roads and 67 of the Mexican Civil Aviation Law.

8.3.5. Force of Mandatory Law. If any mandatory international convention or Applicable Law provides a different limitation of liability or time limit that cannot be varied by contract, that mandatory regime will apply in place of the contractual limits in this Section, but only to the extent strictly required.

8.4. Mode- and Geography-Specific Liability Matrix. Without limiting the foregoing and to the extent consistent with Applicable Law, Ascent may publish as Annex 1 (Mode- and Geography-Specific Liability Matrix) default liability caps, valuation rules and claim periods that apply to particular modes or geographies (for example, domestic road within a given country, regional road subject to CMR, domestic air, international air, ocean carriage or rail). In the event of any conflict between Annex 1 and a mandatory convention or statute, the mandatory convention or statute shall prevail.

9. INDEMNIFICATION

9.1. Customer Indemnity. Customer shall defend, indemnify and hold harmless Ascent and its Affiliates, and their respective directors, officers, employees, agents and representatives, from and against any and all claims, demands, suits, fines, penalties, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and costs of defense) arising out of or related to (i) Customer's or its principals, agents, representatives or contractors' acts, omissions, negligence or willful misconduct; (ii) Customer's breach of these Terms and Conditions; (iii) Customer's violation of Applicable Law (including customs, export/import, sanctions, hazardous materials, security or data protection laws); (iv) the inaccuracy or incompleteness of any Documentation or information supplied by or on behalf of Customer; (v) any attempt by Customer's insurers or other parties to recover from Ascent amounts paid to or on behalf of Customer; (vi) death of or personal injury to any person or persons and for loss of, damage to, or destruction of any property whatsoever as a result of, arising out of, or in any way connected with (a) Ascent's utilization, at Customer's direction, of any broker, Carrier or Service Provider that has not been pre-qualified or approved by Ascent or (b) the transportation of any Shipment or the operation of any motor vehicle by any Carrier or Service Provider, including any claim that Ascent negligently selected, hired, retained, supervised or entrusted such Carrier or Service Provider, except to the extent finally adjudicated to have been caused by Ascent's own gross negligence or willful misconduct.

9.2. Ascent Indemnity. Subject to the exclusions set forth herein, Ascent shall agree to defend, indemnify and hold harmless Customer for certain direct claims, demands, suits, fines, penalties, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and costs of defense) arising from Ascent's gross negligence or willful misconduct in performing the Services. Any such indemnity shall be subject to the lesser of (1) the monetary limits and exclusions in Section 8; or (2) that portion of Ascent's fees as calculated in accordance with the Shipment.

The foregoing obligation to indemnify and defend Customer specifically excludes (1) any claims or actions arising from the negligence or willful misconduct of Customer, its directors, officers, shareholders, employees, agents and other representatives to the extent thereof, and (2) any claim for any special, incidental, punitive or consequential damages, including but not limited to any loss of profits or income whatsoever, regardless of foreseeability or knowledge with respect to same.

In the event that any claim, suit or proceeding is brought against Ascent, Ascent shall give notice in writing to the Customer by mail at its address on file with Ascent. Such indemnification and hold harmless shall include all claims and costs arising directly or indirectly as a result of actions Ascent is required to take pursuant to customs regulations to report to U.S. Customs & Border Protection ("**CBP**") when Ascent separates from or cancels representation of a Customer as a result of determining, in Ascent's judgment, that the Customer is intentionally attempting to use Ascent to defraud the U.S. Government or commit any criminal act against the U.S. Government.

9.3. Any claim for indemnification arising out of the provision of Services under these Terms and Conditions must be initiated within one (1) year of the date the party knew or reasonably should have known of the existence of such claim against the other party.

10. INDEPENDENT CONTRACTOR

Ascent and Customer are independent contractors. Except as otherwise set forth herein, neither party is a legal representative of the other party, and neither party can assume or create any obligation, representation, warranty or guarantee, express or implied, on behalf of the other party for any purpose. Nothing in these Terms and Conditions creates any partnership, joint venture, fiduciary, employment or agency relationship between Ascent and Customer (other than the limited agency described in Section 2.3 for customs and related services). Customer does not exercise or retain any control or supervision over Ascent's operations, employees or Service Providers, and Ascent does not exercise or retain control over Customer's operations or employees.

11. NON-WAIVER

Failure of either party to insist upon performance of any provision of these Terms and Conditions, or to exercise any right or privilege, or any waiver of a breach, shall not be construed as a waiver of any subsequent breach or as a continuing waiver of any such provision, right or privilege.

12. NOTICES

All notices required or permitted under these Terms and Conditions must be in writing and delivered by email with confirmed receipt or by recognized courier service to the addresses designated by each party in writing. Notices to Ascent regarding contracts and legal matters shall be directed to contracts@ascentgl.com (or such updated address as Ascent may publish from time to time). Notice is effective when received (or when delivery is refused).

13. FORCE MAJEURE

13.1. Ascent (nor its Carriers, Service or Transportation Providers) shall not be liable for any failure or delay in performing its obligations to Customer to the extent caused by circumstances beyond its reasonable control and without its fault or negligence, including, without limitation: (i) acts of God (fire, flood, earthquake, storm, hurricane, or other natural disaster); (ii) epidemic, pandemic, or other severe public health crisis; (iii) war, invasion, hostilities, terrorism, piracy, hijacking, robbery or theft; (iv) riots or other civil disobedience; (v) closure or interruption of transportation infrastructure, ports, airports, or public highways; (vi) acts, omissions or interventions of any governmental authority (including customs), embargoes or trade sanctions; (vii) labor disputes, strikes, lockouts or other industrial disturbances; (viii) cyber-attacks, outages or material failures of critical systems; (ix) defects, nature or inherent vice of the goods; or (x) any other cause beyond Ascent's reasonable control. Ascent shall provide reasonable notice to Customer of such inability to perform and use reasonable commercial efforts to mitigate the failure or delay. In such event, Ascent's obligations are suspended for the duration of the event and Ascent may adjust any tariff, rates or surcharges as reasonably necessary to perform the affected Services. This Section is subject to any mandatory force majeure provisions set out in Applicable Law or a governing international convention, which shall prevail to the extent of any conflict.

14. CHOICE OF LAW AND VENUE

14.1. Governing Law. Except as otherwise required by a mandatory international convention or other non-waivable Applicable Law, these Terms and Conditions, and any dispute arising out of or relating to the Services or Shipments, shall be governed by and construed in accordance with the internal laws of the State of Delaware, U.S.A., without giving effect to any choice- or conflict-of-law rule that would cause the laws of any other jurisdiction to apply.

14.2. Jurisdiction and Venue. Subject to Section 14.3 and any mandatory jurisdictional rules under Applicable Law, the parties agree to the exclusive jurisdiction and venue of the state and federal courts located in the State of Delaware, U.S.A. and each party irrevocably submits to the personal jurisdiction of such courts and waives any objection based on inconvenient forum.

14.3. Additional Forums. Notwithstanding Section 14.2, Ascent may, at its option, bring suit against Customer in any court of competent jurisdiction where Customer is domiciled or has substantial assets; the Shipment originated, transited or was delivered; or any property subject to Ascent's lien is located.

14.4. Waiver of Jury Trial. To the fullest extent permitted by Applicable Law, each party knowingly and voluntarily waives any right to trial by jury in any action or proceeding arising out of or relating to these Terms and Conditions or the Services.

14.5. Local Law Riders. For Customers or transactions primarily connected with jurisdictions outside the United States, Ascent may issue local law riders or schedules that (i) designate a different governing law and/or forum, and/or (ii) adapt limitation periods, liability caps or other terms to comply with mandatory local law. Any such rider or schedule shall apply only to the extent expressly stated therein and, in the event of conflict with these Terms and Conditions, shall prevail for Services, Shipments and disputes within its stated scope, subject always to Applicable Law.

15. OWNERSHIP OF INTELLECTUAL PROPERTY; LICENSES

15.1. Ownership. Customer acknowledges and agrees that Ascent owns and shall retain all rights, title and interests, including all intellectual property rights, in and to all Proprietary Materials.

15.2. No Works Made for Hire. No Proprietary Materials created by Ascent or any Affiliate are or will be considered "works made for hire" for Customer under any copyright law.

15.3. Limited License. Subject to Customer's compliance with these Terms and Conditions and any applicable platform terms, Ascent grants Customer a non-exclusive, non-transferable, revocable, royalty-free license to access and use Ascent's applicable online systems and tools (including PEAK™) solely as necessary for Customer to tender Shipments and receive Services. All rights not expressly granted are reserved by Ascent.

15.3.1. Ascent does not warrant that any of its applicable online systems and tools (including PEAK™) will perform without error or that run without immaterial interruption. Ascent gives no warranty regarding, and will have no responsibility or liability for, any loss arising out of outages or any modification of its applicable online systems and tools (including PEAK™) made by anyone other than Ascent, unless Ascent approves such modification in writing.

15.3.2. Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using Ascent's applicable online systems and tools (including PEAK™, together, the "**Systems**"), Customer assumes such risks. Ascent will have no responsibility or liability for the

accuracy of data uploaded to its Systems by Customer or Customer's users. Customer accepts the use of Ascent's Systems and the Services described herein "as is" with no representation or warranty of any kind, express or implied, including without limitation implied warranties of merchantability, fitness for a particular purpose, or noninfringement of intellectual property rights or any implied warranty arising from statute, course of dealing, course of performance, or usage of trade. Without limiting the generality of the foregoing, Ascent has no obligation to indemnify, defend, or hold harmless Customer related to product liability or infringement of intellectual property rights.

16. CONFIDENTIALITY.

16.1. Use and Protection of Confidential Information. "Confidential Information" means all tangible and intangible information, in any form disclosed, made available, or otherwise made accessible or viewable by a party (the "Disclosing Party"), which is not generally known to the public, regardless of whether specifically identified as confidential or Proprietary. Each party shall use the other party's Confidential Information solely for purposes of performing or receiving the Services; protect such Confidential Information with at least the same degree of care it uses for its own Confidential Information, and in any event with no less than reasonable care; and remain fully responsible for any unauthorized disclosure or use by its employees, agents or contractors.

16.2. Financial and Customer Information. Without limiting the foregoing, the parties agree that rates, charges, margins, transaction volumes, amounts collected, shipment patterns, and any personally identifiable information of customers or employees constitute Confidential Information and shall not be disclosed or used for any purpose other than performance of the Services, except as required by law.

16.3. Compelled Disclosure. A party may disclose Confidential Information to the extent required by Applicable Law or competent authority, provided it (where legally permitted) gives the other party prompt notice and reasonably cooperates (at the other party's expense) in seeking protective measures.

Specifically for Services in Mexico, it will not be deemed as a breach of giving prompt notice, if the Carrier is requested to provide the supplement bill of lading by competent authorities during the transportation and such notice is not given before disclosing the same to the relevant authorities; however, in such case Ascent shall notify Customer promptly if such documentation was disclosed to the relevant authorities.

16.4. The confidentiality provisions of these Terms and Conditions do not apply to information that is or becomes generally available or known to the public through no act or omission of the recipient; was received lawfully from a third party through no breach of any obligation of confidentiality owed to the disclosing party; or which a party can demonstrate by clear and convincing evidence was created by the party independently of its access to or use of the other party's Confidential Information.

16.5. Waiver of Records Access (49 C.F.R. § 371.3). To the maximum extent permitted by Applicable Law, Customer expressly waives any and all rights it may have, under 49 C.F.R. § 371.3 or otherwise, to access, inspect, audit or obtain copies of Ascent's records relating to any Shipment or transaction, including records of the rates, charges, allowances, compensation or amounts Ascent pays to or receives from any Carrier, Service Provider or other third party. If Ascent, in its sole discretion, elects to disclose, or is required by Applicable Law or competent authority to disclose, any such records or information to Customer or any other person, all such records and information shall constitute Ascent's Confidential Information under this Section and shall be subject to all of the confidentiality, use-restriction and protection obligations set forth herein.

17. CHANGES TO TERMS AND CONDITIONS

Ascent may change, modify, add to or delete portions of these Terms and Conditions at any time. Such changes shall apply to all Shipments and Services tendered or performed after the effective date of the updated Terms and Conditions. The most current version will be made available at: <https://ascentlogistics.com/terms-and-conditions/> (or any successor site designated by Ascent).

Specifically for Services performed for Mexican Customers, any changes to these Terms and Conditions shall be agreed to in writing by the Parties, in which case the Customer will not be able to unduly deny or delay the execution of such agreement.

18. SEVERABILITY; SURVIVAL

If any provision of these Terms and Conditions is held invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. The respective rights and obligations of the parties hereto shall survive termination of the business relationship for any reason to the extent necessary to carry out the intentions of the parties under these Terms and Conditions.

19. DATA PROTECTION AND PRIVACY

- 19.1.** Each party shall comply with all Applicable Law relating to the protection of personal data (including, where applicable, the EU General Data Protection Regulation ("**GDPR**"), the UK GDPR, the California Consumer Privacy Act ("**CCPA**"), the Brazilian LGPD, Mexican Federal Copyright Law and any similar data protection laws) in connection with the performance of the Services.
- 19.2.** Customer acknowledges that Ascent may process personal data of Customer's employees, agents, service providers and consignees globally in connection with the performance of the Services, including for shipment visibility, regulatory compliance, security screening, billing and customer support. Ascent shall process such personal data as an independent controller or equivalent under Applicable Law, except where the parties have entered into a separate data processing agreement specifying different roles.
- 19.3.** To the extent Applicable Law requires specific contractual safeguards for cross-border transfers of personal data, the parties agree that such safeguards (for example, standard contractual clauses or their local equivalents) shall be deemed incorporated by reference or, where necessary, documented in a separate agreement between the parties.

20. LANGUAGE VERSIONS

- 20.1.** The paragraph headings utilized herein are in no way intended to interpret or limit these Terms and Conditions; rather, they are intended for purposes of convenience only.
- 20.2.** These Terms and Conditions are drafted in the English language. Translations may be provided for convenience only.
- 20.3.** In the event of any inconsistency between the English version of these Terms and Conditions and any translation, the English version shall prevail to the fullest extent permitted by Applicable Law, except where local law in a non-U.S. jurisdiction requires that a local language version control, in which case the controlling local language version will be identified in writing by Ascent.

Exhibit A

AFFILIATE ENTITIES

Ascent On-Demand, Inc., (“AOD”) dba Ascent Global Logistics, headquartered in Belleville, Michigan is ISO 9001:2015-certified and includes the following subsidiaries:

Active PTM, LLC (“PTM”) dba Ascent On-Demand is a Property Broker which focuses its service offerings on arranging premium transportation through a network of motor carriers for shipments requiring expedited transport. PTM is licensed by and duly registered with the FMCSA as a broker arranging for transportation of freight (except household goods) by motor vehicle via permit #MC495453-B.

Active Global Solutions, LLC (“AGS”) dba Ascent On-Demand focuses its service offerings on arranging shipments for transport via on-board courier service and via contracted third-party motor carriers and couriers. AGS provides such ground transportation services as a federally licensed Surface Freight Forwarder operating under U.S. DOT Permit #FF-6693-P.

Active Aero Charter, LLC (“AAC”) dba Ascent On-Demand is an air charter manager arranging door-to-door air charter transportation using its Proprietary bid-quote system for optimization of availability and pricing.

USA Jet Airlines, Inc. (“USAJ”) is an FAA Part 121 certified airline and carrier to Active Aero Charter.

Ascent Global Logistics de Mexico, S. de R.L. de C.V., (“AODM”) headquartered in Aguascalientes, Mexico provides premium transportation management through a network of third-party motor carriers for shipments requiring expedited transport, including intra-Mexico ground and air shipments as well as international (cross-border) ground and air shipments. AODM provides international freight forwarding under its TSA UAC Permit #86103260003 as an Indirect Air Carrier.

Ascent Global Logistics, LLC provides truckload brokerage and managed transportation services, offering spot-buy, scheduled truckload brokerage and LTL services in the United States of America. Ascent Global Logistics operates under Permit No. MC-151258.

Ascent Global Logistics International, LLC dba Ascent Global Logistics provides international air and ocean freight forwarding, next-flight out (NFO) services, and property and customs brokerage services. Ascent Global Logistics International is C-TPAT certified under Certification No. 53041019 for brokerage services and No. 57112890 for consolidation services; operates as a NVOCC (Non-Vessel Operating Common Carrier) and ocean freight forwarder under License No. 024787; operates as a licensed Customs Broker under License No. 21913; operates as an IATA certified air carrier under Certification No. SC0311003; and as a Property Broker under Permit No. MC-702310.

Ascent Global Logistics Europe B.V., headquartered Schiphol, the Netherlands, provides premium transportation management through an international network of providers for shipments requiring expedited transport.

Annex 1

Mode- and Geography-Specific Liability Matrix

Any reference in this Agreement to Applicable Law or Conventions shall be deemed to include such law, statute, regulation or legal requirement as amended, re-enacted, consolidated or replaced from time to time, together with any subordinate legislation made thereunder.

GROUND TRANSPORT

Ascent is a Broker, not a Carrier, and has no liability for loss of or damage to Shipments. The Carrier responsible for the Shipment shall be solely and exclusively liable for any cargo loss, damage or delay.

Geography	Responsible Party	Applicable Law	Liability
U.S.A.	Carrier	The Carmack Amendment (49 U.S.C. § 14706)	<u>Truckload</u> • Liability as a common carrier; • Full actual value of the loss, damage to or destruction of any and all Customer's freight or any delay in transit while under the provider's care, custody or control; • Maximum of USD \$100,000 of that part of the Shipment adversely affected. <u>Less than Truckload</u> • USD \$1 per pound times the weight of the Shipment lost or damaged; • The sum set forth in any Carrier tariff; • The lowest liability provided in the National Motor Freight Classification; or • \$0.10 per pound times the weight of the Shipment for freight identified as used or refurbished item. • Maximum of USD \$50,000 per Shipment.
Canada		Federal, provincial, and territorial law	• Liability as a common carrier; • Losses based on the value of the goods, unless a lower value has been declared, but always subject to a maximum liability of two dollars (CAD \$2) per pound (or CAD \$4.41 per kilogram); • Liability will be no more than the actual value at the time and place of Shipment including freight and other charges if paid.
Mexico		Section V of article 66 of the Mexican Law of Roads, Bridges and Federal Autotransportation (Ley de Caminos, Puentes y Autotransporte Federal), and the Tenth Condition of the Sole Exhibit "Conditions for the Provision of Services Covered by the Bill of Lading Supplement" of the Decree updating the Bill of Lading Form for Federal Motor Carrier Transportation and Ancillary Services	15 times the Mexican measurement and actualization unit (UMA for its Spanish acronym) per ton, or the proportional part in the case of Shipments of less weight.

Geography	Responsible Party	Applicable Law	Liability
Outside North America		The Convention on the Contract for the International Carriage of Goods by Road (" CMR ")	Generally limited to 8.33 Special Drawing Rights (" SDRs ") per kilogram of gross weight, plus a refund of carriage charges. This limitation is generally not applicable in cases of gross negligence or willful misconduct. Customer may request a higher limitation of liability than that provided by CMR, in accordance with CMR Articles 24 and 26 for any or all goods to be accepted by Carrier, at commensurate rates and charges to be paid by Customer.
		The Convention Internationale concernant le Transport des Marchandises par Chemin de Fer (" CIM "). <i>Translated as the International Convention concerning the Carriage of Goods by Rail.</i>	Generally capped at 17 SDRs per kilogram of gross mass short. This limitation applies to damages arising from carriage, such as loss, damage, or delay, unless specific regulations allow for exceptions. Customer may request a higher limitation of liability than that provided by CIM, in accordance with CIM Article 46, for any or all goods to be accepted by Carrier, at commensurate rates and charges to be paid by Customer.

AIR TRANSPORT

The air Carrier responsible for the Shipment shall be solely and exclusively liable for any cargo loss, damage or delay. To the extent that Ascent provides Services as an IAC:

Geography	Responsible Party	Applicable Law	Liability
U.S.A. only	Carrier	Montreal Convention	Not more than USD \$0.50 per pound of cargo, or USD \$50.00 whichever is greater, of that part of the cargo adversely affected.
International			- Limited to 26 SDRs per kilogram; - This cap applies unless the shipper makes a special declaration of interest at the time the package is handed over and pays a supplementary sum.
		Whereby its own terms the Montreal Convention shall not apply, the Warsaw Convention	- Limited to 17 SDRs per kilogram; - This limitation is generally not applicable if Carrier fails to provide proper documentation or in cases of willful misconduct.
Mexico		Article 63 of the Civil Aviation Law	10 times the Mexican measurement and actualization unit (UMA for its Spanish acronym) per kilogram of gross weight.
U.S.A. only	Where Ascent provides Services as an IAC	Montreal Convention	Not more than USD \$0.50 per pound of cargo, or USD \$50.00 whichever is greater, of that part of the cargo adversely affected.
International			- Limited to 26 SDRs per kilogram; - This cap applies unless the shipper makes a special declaration of interest at the time the package is handed over and pays a supplementary sum.
		Whereby its own terms the Montreal Convention shall not apply, the Warsaw Convention	Limited to 17 SDRs per kilogram;

Geography	Responsible Party	Applicable Law	Liability
			This limitation is generally not applicable if Carrier fails to provide proper documentation or in cases of willful misconduct.

OCEAN TRANSPORT

Geography	Responsible Party	Applicable Law	Liability
All	Where Ascent provides Services as a Freight Forwarder, Ocean Carrer is liable	Hague-Visby Rules	- Limited to either 666.67 SDR per package/unit or 2 SDR per kilogram of gross weight, whichever is higher. - These limits apply unless a higher value was declared by the shipper and inserted into the BOL.
U.S.A.	Where Ascent provides Services to Customer as an NVOCC; Ascent is liable	Carriage of Goods by Sea Act, 46 U.S.C. App. §§ 1300 et seq. (" COGSA ")	- Maximum liability shall be USD \$500 per package or per customary freight unit. - This cap applies to losses during international transport to/from U.S.A. ports unless the shipper declares a higher value in the BOL and pays a higher rate.
International		Hague-Visby Rules	- Limited to either 666.67 SDR per package/unit or 2 SDR per kilogram of gross weight, whichever is higher. - These limits apply unless a higher value was declared by the shipper and inserted into the BOL.

CUSTOMS

Geography	Responsible Party	Liability
U.S.A.	Ascent	Not more than USD \$50 per entry or the amount of brokerage fees paid to Ascent for the entry, whichever is less.

NOTICE REQUIREMENTS

Notice of loss, damage or delay shall be reported to Ascent within five (5) days of delivery of the cargo unless otherwise a shorter time period is required by the timelines set forth by mode in the following table; and claims for such loss, damage or delay shall be filed in writing with Ascent according to the following table. Further, Customer must have secured for inspection, in its original container, all cargo for which a claim is to be made within six (6) days after date of delivery to Customer. All damaged cargo must be retained in the original shipping container until Ascent accepts or waives its inspection rights. Repair should not be completed until the product has been fully inspected and clearance has been provided.

When the Customer requests and pays for all-risk cargo insurance, notice of loss, damage or delay for such insured Shipment shall be reported to Ascent within three (3) days of delivery of the cargo.

Mode	Claim Notice Period
LTL Ground	Notice shall be provided within five (5) days of delivery of the cargo, however Customer shall have up to nine (9) months to file a claim after the date of acceptance of the Shipment, or when the Shipment should have reasonably been delivered. Customer must file any civil action against Carrier in a court of law within two (2) years from the date Carrier or Ascent provides written notice to Customer that any part of the claim is disallowed.
TL Ground	Customer shall file within nine (9) months after the date of acceptance of the Shipment, or when the Shipment should have reasonably been delivered. Customer must file any civil action against Carrier in a court of law within two (2) years from the date Carrier or Ascent provides written notice to Customer that any part of the claim is disallowed.
Air	Unless subject to a specific statute or international convention, within ten (10) days of the event giving rise to the claim. Customer must file any civil action against Transportation Provider in a court of law within two (2) years from the date of loss or damage.
Ocean	Unless subject to a specific statute or international convention, within three (3) days of the event giving rise to the claim. Customer must file any civil action against Transportation Provider in a court of law within one (1) year from the date of loss or damage.
Customs	Within ten (10) days from the date of liquidation of the entry(s) for claims arising out of the preparation and/or submission of an import entry(s).

Mode	Claim Notice Period
Other	Claims of any type other than cargo loss, damage or delay not otherwise defined herein shall be filed with the other party within sixty (60) days of receiving notice of such claim. Civil actions must be filed within one (1) year from the date either party provides written notice to the other party of such a claim.

Failure to give timely notice and to submit a claim within the Claim Notice Period shall be a complete defense to any suit or action commenced by Customer. If Ascent makes payment of a claim to Customer, Customer automatically assigns its rights and interest in the claim to Ascent.

Ascent shall endeavor to ensure that all claims shall be paid or settled by the Transportation Provider within ninety (90) days of the receipt of a properly documented claim. Ascent shall be responsible for processing all claims and assisting in the resolution of the claims by managing the investigation, Documentation and/or prosecution of all cargo loss, damage or destruction claims against its Transportation Providers in accordance with this Annex to the reasonable satisfaction of the Customer.

All Shipment-related transportation charges must be paid in full prior to the settlement of any claim. Customer may not deduct claims from other unrelated transportation charges.

Customer agrees that in the event of any claim that arises by virtue of the transportation of Customer's cargo, Customer will not seek to recover damages for amounts greater than what is stated in this Annex, respectively, from Ascent.

In no event shall Ascent be liable or responsible for the acts of third parties or for any indirect, special, consequential, incidental, statutory or punitive damages or exemplary losses including loss of profits or income, even if it has been put on notice of the possibility of such damages.