



CUSTOMER BROKER AGREEMENT – TERMS AND CONDITIONS

These Customer Broker Terms and Conditions ("Terms and Conditions") constitute a binding agreement between an authorized transportation broker, American Group, LLC, a Pennsylvania limited liability company ("American Group") and the customer engaging American Group ("Customer") to provide transportation arrangement services ("Services") and applies to and governs over all Services performed or to be performed by American Group for Customer. By tendering any shipment to American Group for performance of the Services hereunder or executing any bill of lading relating to a shipment arranged by American Group, the American Group credit application, the American Group credit card authorization form, or any other acknowledgment by Customer of these Terms and Conditions, Customer consents to and acknowledges and agrees to be bound by these Terms and Conditions.

These Terms and Conditions are in accordance with 49 U.S.C. §14101(b)(1) and the parties expressly waive all rights and remedies that each may have under 49 U.S.C. §§13101 through 14914 that conflict with or are otherwise contrary to specific provisions of these Terms and Conditions.

1. **Services.** American Group agrees to provide the Services as agreed between the parties. American Group's responsibility to Customer is limited to arranging for, but not actually performing, transportation of the Goods.
2. **Independent Contractor Relationship.** The parties understand and agree that the relationship between the parties is and will remain that of independent contractors and that no employer-employee relationship exists or is intended to be created or otherwise established.
3. **No Exclusivity.** Customer agrees not to contract with, tender to, or engage in business directly with any motor carriers contracted by American Group (each a "Carrier") who first provided transportation services for Customer as a result of American Group's Services. However, Customer is not restricted from tendering shipments to those Carriers who provided transportation services to Customer prior to American Group's engagement of such Carriers for the transport of Customer's commodities ("Goods"), Carriers that have not provided transportation of Customer's Goods, or other brokers. American Group is not restricted from arranging transportation for entities other than Customer.
4. **Tariffs.** Customer is responsible for obtaining from each Carrier a copy of all applicable tariffs ("Tariffs"). Such Tariffs govern the relationship between Customer and Carrier. In the event of a conflict between the terms of a Tariff and these Terms and Conditions, the terms of the Tariff will apply. American Group is not obligated to provide copies of Tariffs, or any information contained therein, to Customer. American Group has no obligation to review, advise, or provide notice to Customer on the existence of or any specific term contained within any such Tariffs, or to arrange the transportation of Customer's Goods with any Carrier based upon the existence or absence of such a Tariff.
5. **Bills of Lading.** Customer must use American Group's form bill of lading ("Bill of Lading"). It is the responsibility of Customer to ensure that all appropriate documents required for transportation are completed. In the event Customer fails to complete the appropriate documents properly and expeditiously, Customer hereby instructs American Group, where permitted by law and American Group may at its option, but without obligation, complete, correct, or replace the documents for the Customer at the expense of Customer. If a substitute form of bill of lading is needed to complete delivery of this shipment for any reason and American Group completes that document, the terms of the completed bill of lading will govern over any prior bill of lading and American Group will be exonerated from all liability for undertaking such actions on behalf of Customer. Customer is required to provide the Bill of Lading to the Carrier designated by American Group. American Group shall have no obligation to make any payments or honor any rate quotes in any of the following instances: (a) the unauthorized alteration or use of a bill of lading, (b) tendering of shipments to any Carrier other than that designated by American Group, or (c) the use of any bill of lading not authorized by American Group. In all circumstances, American Group's status will remain that of a broker and not that of a motor carrier, even if Customer or any other entity inserts American Group's name on the bill of lading or any other document.
6. **Customer Representations and Warranties to American Group.** Customer represents and warrants that it will comply with all applicable laws, rules, and regulations, including those relating to hazardous materials, customs, import, and export required by any country to, from, through, or over which the shipment may be carried. Customer shall be responsible for providing notice to American Group no later than at the time of a shipment's tender to American Group for arrangement that a shipment contains any such hazardous materials. Customer agrees to attach to the bill of lading such documents as are necessary to comply with any laws, rules, and regulations. Customer agrees that any individual or entity acting on behalf of Customer in scheduling shipments or undertaking any other performance hereunder has the right to act on behalf of and legally bind Customer. Customer is responsible for ensuring that the Goods are properly and safely loaded, supported, blocked, braced, and secured. Customer is

responsible for expenses arising out of any load shift that occurs during transportation due to improper or insufficient loading, blocking, or bracing. American Group assumes no liability for any loss or expense due to the failure of Customer to comply with the provisions of this paragraph and Customer shall indemnify and hold American Group harmless for any claims or damages resulting from violation of this paragraph, including attorney's fees and costs.

7. **Determination of Charges.** Customer is liable for all charges related to each shipment, including transportation, fuel, and other applicable accessorial charges, all adjustments issued by the Carrier(s) after the shipment, and all duties, customs assessments, governmental penalties, fines, and taxes. American Group reserves the right to amend or adjust charges and to re-invoice Customer in the following events: (a) if the original quoted amount was based upon incorrect information provided by Customer, (b) if additional services by the Carrier were required, or (c) if Customer authorized the Carrier to perform additional pick up, transportation and delivery functions. Any disputes by Customer of any invoice issued by American Group shall be made in writing, specifically indicating the nature of the dispute, and received by American Group at their office(s) within 30 days from the date of the invoice. In the event American Group does not receive timely written notice of the dispute, the charges will be conclusively presumed to be valid. Customer authorizes American Group to advise third parties of asserted liens and to hold possession of any shipment against which a lien is asserted.
8. **Rates.** Less than truckload ("LTL") rates are based on the freight class as determined by the National Motor Freight Classification ("NMFC") and are weight based. All transit times are estimates only and do not include date of pick up. LTL pick up dates are not guaranteed. Truckload ("TL") 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 other charges including but not limited to: Tractor Detention, Trailer Detention, and Driver Assistance. Customer must tender each agreed upon load to Carrier at the agreed upon rate or pay a \$150.00 truck ordered not used penalty. Air Freight rates are based on the greater of actual or dimensional weight. If an Air Freight shipment contains oversized 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. 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. All transit times are estimates only and do not include day of pick up. Pick up dates are not guaranteed.
9. **Payment.** All charges are payable in US Dollars and are due fifteen (15) days from the invoice date without offset, deduction, or withholding. Past due amounts are subject to an additional charge at the rate of 1.5% per month on the outstanding balance or the highest rate of interest permitted by applicable law, whichever is less. If charges are not paid as agreed, American Group may commence a civil action to recover such invoiced amounts within 36 months of delivery or tender of delivery of the shipments involved. If American Group retains an attorney or collection agency to assist with collection, Customer agrees to pay, in addition to the account balance and interest, all collection costs including reasonable attorney's fees, including such fees and costs incurred in the successful defense of any crossclaim or counterclaim brought against American Group.
10. **Credit Approval.** Payment terms and credit limits are subject to credit approval, which will be determined periodically, at the sole and absolute discretion of American Group. Customer grants American Group the right to perform such credit and background searches as American Group deems necessary. When paying by credit card or electronic funds, Customer agrees it will be responsible for all charges due and owing, including any adjustments, on account of such Customer's shipment. Customer authorizes American Group to charge Customer's credit card or bank account for any such charges.
11. **Lien.** American Group shall have a lien on each shipment for all charges due it relating to the subject shipment, or any other amounts owed to American Group by Customer.
12. **Cargo Claims.** All claims for cargo loss, damage, delay, mis-delivery, or non-delivery ("Cargo Claims") are governed by American Group's Cargo Loss and Damage Terms and Conditions ("Cargo Claim Terms") found at <https://www.shipag.com/existing-clients/>, which are fully incorporated herein by reference and made a part hereof. In the event of any conflict between these Terms and Conditions and American Group's Cargo Claim Terms relating to Cargo Claims, the Cargo Claim Terms will govern. American Group will provide notification on its website at <https://www.shipag.com/existing-clients/> and/or by email of any modifications or updates to the Cargo Claim Terms. Continued use of American Group's Services, acceptance of the Cargo Claim Terms on American Group's web page, its tender of any shipment to American Group for performance of the Services hereunder or the execution of the bill of lading, the American Group credit application, the American Group credit card authorization form, or any other acknowledgment by Customer after notification of any change in the Cargo Claim Terms constitutes acceptance of such changes and it will signify that Customer agrees to abide by and be bound by the modified Cargo Claim Terms.

13. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS, AMERICAN GROUP MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO SHIPMENTS, WAREHOUSED GOODS, ITEMS IN TRANSIT OR DELIVERIES OR WITH REGARD TO THE INFORMATION PROVIDED ON THE WEBSITE OR SERVICES RELATED TO TRANSACTIONS CONDUCTED ON THE WEBSITE. AMERICAN GROUP CANNOT GUARANTEE DELIVERY BY THE CARRIER BY ANY SPECIFIC TIME OR DATE. IN NO EVENT SHALL AMERICAN GROUP BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES RELATING TO LOSS OF PROFITS OR INCOME, WHETHER OR NOT SUCH DAMAGES WERE REASONABLY FORESEEABLE.
14. Indemnification. The Customer shall defend, indemnify, and hold American Group harmless from and against any and all claims (including Cargo Claims), actions, or damages (including reasonable attorneys' fees and costs) arising out of the Customer's performance under these Terms and Conditions. The obligation to defend shall include all costs of defense as they accrue.
15. Guaranteed Services. American Group will provide LTL Guaranteed Services for an additional charge, if such services are requested by Customer, and are subject to availability. Any guarantee of delivery will be subject to the terms and conditions of the Carrier. LTL transit times do not begin until the day after the pick-up of the shipment, except as otherwise noted by the Carrier selected. Guaranteed Service transit times do not include holiday and/or non-service days as defined by the individual Carrier. Customer is liable for all charges related to the shipment. In the event of a Carrier's failure to comply with the Guaranteed Service requested, Customer shall have fourteen (14) days from the actual delivery date of shipment to deliver a written claim request to American Group. If American Group does not receive a claim request in a timely manner within said fourteen (14) days, the service provided by the Carrier will be deemed to have met all Guaranteed Service standards and the claim request will automatically be considered invalid and denied. In the event of the Carrier's failure to comply with the Guaranteed Service requested and after the Carrier has agreed to liability and has paid the amount awarded to Customer to American Group, American Group will credit the account of the said Customer with such amount awarded and paid by the Carrier. In no event shall American Group be liable, nor will any account be credited if Customer does not use American Group's bill of lading.
16. Attorney's Fees. If any legal proceeding, including arbitration, is commenced between the parties concerning these Terms and Conditions or the rights and duties of the parties, the prevailing party will be entitled, in addition to such other relief as may be granted, to a reasonable sum for the prevailing party's attorney's fees.
17. Binding Nature of Assignment. These Terms and Conditions are binding upon and inures to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns, except that no party may assign, delegate or transfer any of its obligations under these Terms and Conditions without the prior written consent of the other party, which consent shall not be unreasonably withheld.
18. Headings. The headings used in these Terms and Conditions are for administrative purposes only and do not constitute substantive matter to be considered in construing these Terms and Conditions
19. Execution. These Terms and Conditions shall become binding upon acceptance by American Group of Customer's acknowledgment of its intent to be bound thereby, as evidenced by its continued use of American Group's Services, acceptance of these Terms and Conditions on American Group's web page, its tender of any shipment to American Group for performance of the Services hereunder, or the execution of the bill of lading, the American Group credit application, the American Group credit card authorization form, or any other acknowledgment by Customer of the Terms and Conditions and it will signify that Customer agrees to abide by and be bound by the Terms and Conditions on American Group's web page or by its execution of the bill of lading, or by acknowledgment by Customer.
20. No Other Parties to Benefit. These Terms and Conditions are made for the sole benefit of the parties and their successors and permanent assigns. Except as expressly provided herein, no other person or entity is intended to or shall have any rights or benefits hereunder, whether as third-party beneficiaries or otherwise.
21. Governing Law; Forum; Venue. The substantive laws of the Commonwealth of Pennsylvania and Federal law as applied in Pennsylvania (without reference to choice of law principles) and specifically excluding the United Nations Convention on Contracts for the International Sales of Goods, shall govern the interpretation and enforcement of these Terms and Conditions. Any action brought to interpret or enforce any provisions of these Terms and Conditions, or otherwise relating to or arising from these Terms and Conditions, shall be commenced and maintained in the federal and state courts located in or serving the County of Allegheny in the Commonwealth of Pennsylvania and each of the parties consents to jurisdiction and venue in such court for such purposes.

22. Materiality. All covenants, agreements, representations, and warranties made herein shall be deemed to be material and to have been relied on by the parties in entering into these Terms and Conditions and shall survive the acceptance of these Terms and Conditions.
23. Severability, Integration. The inapplicability or unenforceability of any provision of these Terms and Conditions shall not limit or impair the operation or validity of any other provision of these Terms and Conditions. These Terms and Conditions and the documents incorporated into these Terms and Conditions by reference, constitutes and embodies the full and complete understanding and agreement of the parties and supersedes all prior understandings, whether oral or written. No representation, promise, inducement, or statement of intention has been made by any party which is not contemplated by or embodied in these Terms and Conditions, and no party shall be bound by or liable for any alleged misrepresentation, promise, inducement, or statement of intention not so set forth.
24. Indulgence Not Waiver. Neither the failure nor any delay on the part of any party to exercise any right, remedy, power or privilege under these Terms and Conditions shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence.
25. Additional Instruments and Acts. The parties to these Terms and Conditions shall execute (with acknowledgment or in affidavit form, if required) any further or additional instruments, and shall perform any acts, which are or may become reasonably necessary to effectuate and carry out the purposes of these Terms and Conditions, without the necessity of incurring any additional expense.
26. Interpretation. In these Terms and Conditions, the singular includes the plural, and the plural the singular; words importing any gender include the other genders; references to writing include printing, typing, lithography and other means of reproducing words in a tangible visible form; the words including, includes, and include shall be deemed to be followed by the words without limitation.
27. Privacy Policy. American Group's Privacy Policy is incorporated in these Terms and Conditions by reference. By accepting these Terms and Conditions, Customer expressly consents to American Group's Privacy Policy which can be accessed at <https://www.shipag.com/wp-content/uploads/2021/05/AGPrivacyPolicyForWebsite210528.pdf>. American Group reserves the right to change the Privacy Policy at any time. American Group will provide notification on its website at <https://www.shipag.com/> and/or by email of any modifications or updates to the Privacy Policy. Continued use of American Group's Services, acceptance of the Privacy Policy on American Group's web page, its tender of any shipment to American Group for performance of the Services hereunder, or the execution of the bill of lading, the American Group credit application, the American Group credit card authorization form, or any other acknowledgment by Customer after notification of any change in the Privacy Policy constitutes acceptance of such changes and it will signify that Customer agrees to abide by and be bound by the modified Privacy Policy.
28. Authority. By acknowledgement of these Terms and Conditions, the acknowledging party represents and warrants its authority to act on behalf of Customer.

THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE, AMENDMENT, AND REVISION AT ANY TIME AT AMERICAN GROUP'S SOLE DISCRETION AND SUCH CHANGE, AMENDMENT OR REVISION MAY INCLUDE AN UPDATE TO AMERICAN GROUP'S CARGO CLAIM TERMS REFERENCED IN SECTION 12 ABOVE. UPON COMPLETING ANY UPDATE TO THESE TERMS AND CONDITIONS, AMERICAN GROUP WILL PROVIDE NOTIFICATION ON ITS WEBSITE AT [HTTPS://WWW.SHIPAG.COM/](https://www.shipag.com/) AND/OR BY EMAIL TO CUSTOMER. CONTINUED USE OF AMERICAN GROUP'S SERVICES, ACCEPTANCE OF THESE TERMS AND CONDITIONS ON AMERICAN GROUP'S WEB PAGE, ITS TENDER OF ANY SHIPMENT TO AMERICAN GROUP FOR PERFORMANCE OF THE SERVICES HEREUNDER, OR THE EXECUTION OF THE BILL OF LADING, THE AMERICAN GROUP CREDIT APPLICATION, THE AMERICAN GROUP CREDIT CARD AUTHORIZATION FORM, OR ANY OTHER ACKNOWLEDGMENT BY CUSTOMER AFTER NOTIFICATION OF ANY CHANGE IN THESE TERMS AND CONDITIONS CONSTITUTES ACCEPTANCE OF SUCH CHANGES AND IT WILL SIGNIFY THAT CUSTOMER AGREES TO ABIDE BY AND BE BOUND BY THE MODIFIED TERMS AND CONDITIONS.