PIVOT SUPPLY CHAIN SOLUTIONS, INC.

TRANSPORTATION BROKERAGE TERMS AND CONDITIONS OF SERVICE

Effective Date: 11/1/2026 | Version: 2.0

1. Scope; Acceptance; Priority

These Terms and Conditions ("Terms") govern transportation brokerage services arranged by Pivot Supply Chain Solutions, Inc. ("Pivot") for the party requesting services ("Customer"), unless the parties have executed a separate written agreement governing the shipment. These Terms apply to any services provided or arranged by Pivot unless Pivot and Customer enter into a separate written agreement signed by both parties that addresses a substantially similar subject matter. Customer accepts these Terms by requesting service by Pivot. Terms in customer purchase orders, routing guides, portals, bills of lading, or other unilateral documents do not amend these Terms absent express written acceptance by Pivot. The terms and conditions of any freight documentation used by a carrier selected by Pivot may not alter, or modify these Terms. In the event of a conflict between these Terms and any freight documentation provided by carrier, these Terms shall govern.

2. Pivot's Capacity as Broker

Pivot is a federally authorized property broker under 49 U.S.C. § 13102(2) and 49 C.F.R. Part 371. Pivot arranges, but does not itself undertake, the physical transportation of cargo as a motor carrier or freight forwarder. Pivot at all times will be acting as an independent contractor, and not as an employee, agent, or principal of Customer. Independent motor carriers have custody of cargo and control their vehicles, drivers, dispatch, maintenance, and operations. Pivot's quotations, billing, shipment monitoring, appointment coordination, carrier qualification, and communications do not alone transform Pivot into a motor carrier or constitute operational control. With respect to any carrier and Pivot, Customer expressly waives all provisions of Chapters 137 and 147 and any other provisions of Subtitle IV, Part B of Title 49, United States Code, to the extent that such provisions are in conflict with express provisions of these Terms, but not the provisions of that subtitle relating to registration, insurance, or safety fitness.

3. Independent Carriers; Selection; Reassignment

Pivot engages independent motor carriers, not employees or agents of Pivot for vehicle operations. Pivot is not engaged in the business of and will not act as a "Carrier," "Motor Carrier," or "Freight Forwarder," as those terms are defined under 49 U.S.C. § 13102, and is not engaged in the business of and will not act as a "Rail Carrier" as that term is defined under 49 U.S.C. § 11706. Pivot will not perform carrier services itself, issue bills of lading, arrange, pack, load or possess the freight, or control the means or methods of transportation. Pivot's responsibilities under these Terms are limited to arranging for the transportation of Customer's freight with carriers. Carriers remain responsible for applicable safety laws, driver qualifications, equipment, cargo handling duties, and lawful operations. Pivot may arrange replacement transportation as needed, without assuming carrier obligations.

4. Customer Shipment Information and Instructions

Customer shall timely provide accurate commodity descriptions, weight, dimensions, declared value when required, hazardous-material classification, pickup and delivery requirements, equipment needs, temperature settings, seal protocols, security requirements, and other material handling instructions before Pivot accepts a tender. Unless the parties otherwise agree in writing, Customer will not tender any Hazardous Materials, as defined in the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 *et seq.*, and the regulations of the U.S. Department of Transportation thereunder. Customer will comply with all

applicable federal, state, and local laws and regulations pertaining to the shipment of cargo covered by these Terms. Customer is responsible for packaging, marking, and loading activities undertaken by Customer or its agents. Special seal, temperature, rejection, detention, and appointment policies must be communicated before acceptance. Pivot may reasonably rely on information supplied and has no general contractual duty to independently appraise each shipment. Unless the parties agree in writing that carrier will load and secure the cargo, Customer will load and secure the cargo safely, securely and in conformance with industry standards, and Customer will be responsible for applying seals for any full truckload shipments.

5. Standard Cargo Value; High-Value Shipments

Customer agrees that a carrier's liability for cargo loss or damage shall be governed by 49 U.S.C. § 14706, limited to $100,000 per shipment, and Customer releases any claim for cargo loss or damage in excess of that amount. Customer may obtain a higher limit only by declaring the actual value in writing before tender and receiving Pivot's written confirmation of the applicable limit and any additional charge before dispatch. Absent such confirmation, Customer accepts the foregoing limit as a reasonable release of value in exchange for the rates quoted.

6. Cargo Liability; No Broker Guarantee

Customer will bring all cargo loss or damage claims directly against the carrier that carried the cargo, and not against Pivot. The transporting motor carrier, not Pivot, is responsible for cargo loss, shortage, theft, contamination, or physical damage and Pivot will have no liability for cargo loss or damage. Claims for loss of or damage to cargo shall be filed and processed in accordance with 49 C.F.R. Part 370 as in effect on the date the carrier receives the shipment. Claims must be filed within nine (9) months, and civil actions must be commenced within two (2) years, in accordance with 49 U.S.C. § 14706(e). Pivot does not assume the motor carrier’s liability under 49 U.S.C. § 14706, act as a guarantor of carrier performance, or promise payment of any cargo claim. Recoverable cargo damages against a carrier are governed by applicable law and any enforceable carrier limitation, generally measured by proven actual loss rather than an automatic payment of insured limits. Pivot’s contingent cargo coverage protects Pivot subject to policy terms and is not a substitute for customer first-party cargo insurance.

7. Cargo Claims Facilitation

Pivot may provide reasonable administrative assistance to Customer in presenting a cargo claim to the underlying carrier or its insurer, including forwarding documentation, communicating claim status, and coordinating inspections or mitigation. Customer retains ownership and control of its claim, responsibility for timely and sufficient claim presentation, preservation of evidence, and compliance with statutory and contractual deadlines. Pivot does not guarantee a carrier or insurer will investigate, settle, or pay. Pivot shall not settle or release Customer’s claim without Customer’s authorization. Assistance does not toll claim deadlines or constitute assumption of cargo liability. Customer shall reasonably mitigate losses, including consideration of inspection, salvage, rework, and reconditioning where appropriate.

8. Carrier Insurance; Optional Additional Coverage

Pivot requires carriers to meet its applicable qualification and insurance standards, but does not warrant insurer solvency, policy coverage, claims collectibility, or adequacy for undisclosed value. Insurance certificates do not alter policy terms. Upon advance written request, Pivot may seek a carrier with increased cargo limits or coordinate supplemental cargo coverage; such coverage exists only if confirmed by an authorized insurer or provider in writing. Requests for higher automobile liability limits are separate from cargo-value requests and require Pivot’s written acceptance. Neither a carrier’s higher automobile limit nor any additional policy automatically insures Pivot against its independent liability.

9. Service Timing; No Automatic Penalties

Pickup and delivery times are estimates unless Pivot expressly accepts a specific guarantee in writing. Customer shall disclose before load acceptance the type, trigger, amount or calculation method, and conditions of any late pickup or delivery chargeback, retailer fine, missed-appointment assessment, liquidated damages, or other service penalty. Disclosure alone is insufficient: no penalty binds Pivot unless expressly accepted in writing by an authorized Pivot representative before load acceptance, including a stated maximum exposure. For any accepted assessment, Customer must substantiate the event, causation, contractual basis, and amount. Pivot is not responsible for charges caused by Customer, shipper, consignee, or other circumstances not attributable to Pivot under the agreed terms. No third-party routing guide or retailer policy binds Pivot without express acceptance.

10. Exclusion of Certain Damages

To the fullest extent permitted by law, Pivot is not liable under these Terms for indirect, incidental, special, consequential, exemplary, or punitive damages, including lost profits, lost sales, production downtime, business interruption, lost shelf space, or third-party assessments, whether or not their possibility was disclosed, except to the extent Pivot expressly accepts a specific shipment penalty in writing under Section 9. This clause does not purport to restrict a nonparty's rights or replace applicable rules for direct physical cargo loss against the carrier. Pivot's aggregate liability arising out of any shipment, under any theory, shall not exceed the fees paid to Pivot for that shipment.

11. Rejections, Rework, Returns, and Accessorials

Customer shall promptly provide instructions following rejection, delay, or disruption. Unless otherwise agreed, Customer is responsible for reasonable detention, layover, storage, redelivery, reconsignment, return freight, disposal, rework, and related costs incurred pursuant to Customer's instructions or attributable to Customer's conduct, without prejudice to recovery from a legally responsible carrier or other party. Pivot may take commercially reasonable steps to protect cargo or mitigate loss where timely instructions are unavailable. Rates may be adjusted for inaccurate shipment information or changed service requirements; shipment-specific accepted quotations govern agreed rates.

12. Invoicing; Payment; Disputes

Unless otherwise agreed in writing, Customer shall pay invoices within 30 calendar days of invoice date. Customer shall notify Pivot of a good-faith invoice dispute within 15 calendar days of receipt and identifying its basis. Overdue balances may bear interest at the lesser of 1.5% per month or the lawful maximum. Customer shall pay reasonable collection costs and attorneys' fees where permitted by law. Customer may not unilaterally offset cargo claims, chargebacks, or unrelated disputed amounts against freight charges except as required by law or expressly agreed in writing. Valid charges include any additional charges from the carrier arising after receipt of the cargo, for the benefit of the cargo, for protecting any other property from the cargo, or arising due to any force majeure event. Customer shall follow properly communicated payment-assignment instructions. Customer shall pay all freight charges to Pivot and not to any carrier, and payment to Pivot discharges Customer's obligation for such charges.

13. Bills of Lading; Shipping Documents

Bills of lading and delivery records document shipment receipt and condition; they do not, merely by naming Pivot or containing preprinted language, convert Pivot into the transporting motor carrier. No routine processing, acknowledgment, or receipt of a bill of lading or portal instruction constitutes Pivot's assumption of motor carrier duties. Any express undertaking beyond brokerage must be in a separate written agreement signed by an authorized Pivot officer, subject to applicable law.

14. Vehicle Accidents; Independent Duties

The underlying carrier controls its vehicles and personnel and bears responsibility for their operation. Pivot does not contractually assume the carrier's automobile liability for bodily injury, death, or third-party property damage solely because it arranges transportation.

15. Customer Indemnification

Customer shall indemnify, defend, and hold harmless Pivot from any Claims against or incurred by Pivot arising out of or related to: (i) a breach of any representation, warranty, covenant, or agreement contained in these Terms; or (ii) any negligent or more culpable action or inaction of Customer, to the extent of its negligence or greater culpability. As used in this Section, "Claim" includes all claims, demands, obligations, charges, proceedings, actions, causes of action, suits, liabilities, losses, damages, judgments, penalties, fines, payments, costs, fees and expenses (including reasonable legal fees), and references to Pivot include its parent, subsidiaries and affiliates and their respective officers, agents, employees, successors and assigns.

16. Confidentiality; Tracking; Electronic Records

Except to the extent required by law, Customer shall not disclose to third parties (other than to freight bill auditors, prospective capital providers, and outside professionals, if such parties agree to similar confidentiality terms) either the terms of any rate confirmation or any confidential or proprietary information Customer learns about Pivot in the course of performing services under these Terms, including but not limited to software, business methods, customer lists, carrier lists, carrier identities, or carrier rates. Customer acknowledges that all rights, titles, and interest in and to Pivot's confidential information, including any intellectual property rights relating thereto, exist in Pivot only. Customer may not use Pivot's name, trademarks, or trade names in any manner, including advertising, without Pivot's express written consent. Customer authorizes reasonable use and sharing of shipment and tracking information with carriers, tracking providers, insurers, and service providers for operational and claims purposes, subject to applicable privacy law.

17. Non-Solicitation

For twenty-four (24) months after any shipment, Customer shall refrain from engaging, directly or through any intermediary other than Pivot, any carrier which: (i) performs services for Customer arranged by Pivot; and (ii) was not directly engaged by Customer during the six (6) months prior to the shipment. A breach of this provision will entitle Pivot to a fee of fifteen percent (15%) of all money paid by Customer to such carrier as liquidated damages for the commissions and/or compensation that Pivot would have received had it arranged for the movement of the freight.

18. Force Majeure

Neither party is liable for failure or delay caused by circumstances beyond reasonable control, including disease, natural disasters, extreme weather, governmental actions, war, labor disruptions, and infrastructure outages, to the extent performance is actually prevented or delayed. The affected party shall use commercially reasonable mitigation efforts. Amounts owed for services already performed remain payable.

19. Tennessee Law; Exclusive Forum

These Terms and contractual disputes between Pivot and Customer arising out of the brokerage relationship are governed by Tennessee law, without regard to conflict-of-law principles, except to the extent preempted or controlled by federal law. Any proceeding shall be brought exclusively in the state courts situated in Hamilton County, Tennessee, or, if federal jurisdiction exists, the United States District Court for the Eastern District of Tennessee, Chattanooga Division. Each party consents to personal jurisdiction and waives objections to venue or inconvenient forum to the fullest extent permitted by law.

20. Severability; Waiver; Amendments

If a provision is unenforceable, the remaining provisions remain effective to the fullest extent permitted. Failure to enforce a provision is not a waiver. Pivot may publish prospective revisions which will not retroactively change an accepted shipment. No oral statement modifies these Terms unless confirmed in writing by an authorized Pivot representative.

21. Survival

Notwithstanding the termination or expiration of these Terms, those obligations that by their terms or nature are intended to survive shall do so, including, without limitation, Sections 2 (Capacity as a Broker), 6 (Cargo Liability), 7 (Cargo Claims), 12 (Invoicing; Payment; Disputes), 15 (Customer Indemnification), 16 (Confidentiality), 17 (Non-Solicitation), and 18 (Tennessee Law; Exclusive Forum).