

TRUCK SOURCE EXPRESS, INC.

TERMS OF USE AND CONDITIONS

Effective Date: September 19, 2025

Binding Terms — No Signature Required

These Terms of Use and Conditions (“Terms”) set forth the legally binding obligations between Truck Source Express, Inc. (hereinafter, the “Company”) and any party (hereinafter, the “Customer”) that engages the Company’s services, including but not limited to freight transportation, logistics, truck and trailer leasing, warehousing, and consulting (collectively, the “Services”).

By accessing, booking, dispatching, tendering freight to, communicating with, or otherwise using or benefiting from the Company’s Services, you acknowledge that you have read, understand, and agree to be bound by these Terms. **NO SIGNATURE IS REQUIRED** for these Terms to be valid and enforceable under applicable law.

§ 1

General Provisions

1.1 Definitions

Company

Refers to Truck Source Express, Inc., including its officers, employees, drivers, agents, affiliates, contractors, and duly authorized representatives, as well as any subcontracted carriers or service providers engaged by the Company in the performance of Services.

Customer

Includes, without limitation, shippers, consignees, brokers, carriers, or any other entity or person engaging or benefiting from the Company’s Services, whether directly or indirectly. References to “Shipper,” “Consignee,” “Broker,” or “Receiver” in these Terms are deemed to fall under the definition of “Customer” unless expressly stated otherwise.

Services

Freight transportation, logistics, truck and trailer leasing, warehousing, consulting, and all other related commercial or support activities provided or arranged by the Company.

Reasonable / Reasonably

Unless otherwise specified, “reasonable” or “reasonably” means consistent with standard industry practices under similar circumstances, considering safety, regulatory compliance, operational constraints, time of day, geographic location, equipment availability, and market conditions. What is “reasonable” shall be determined by the Company in good faith unless expressly stated otherwise in a mutually signed written agreement.

NAD (Not Allowed on Dock / Not As Described)

“NAD” means Not Allowed on Dock, referring to any shipment where the Company is not allowed to inspect loading, count, packaging, or securement at the dock or within the trailer. For clarity, NAD also encompasses “Not As Described” conditions. A shipment is NAD if the actual commodity, packaging, weight, count, dimensions, temperature requirements, hazard class, or loading method materially differs from what was disclosed at booking, on the rate confirmation, or on the bill of lading.

NAD shipments are strictly Not Allowed on Dock for inspection by Company personnel if the Customer or Shipper denies access, and are treated as Shipper Load & Count (SLC).

If the Customer or Shipper refuses to permit inspection, oversight, or verification of loading and securement by Company personnel, the shipment shall be conclusively deemed NAD and SLC, and the Company shall bear no liability for damage, shortage, or improper securement.

Acceptance of a sealed load or refusal by the Shipper to allow loading inspection transfers all responsibility for cargo condition, count, and internal securement to the Shipper/Customer.

Shipper Load & Count (SLC)

Means the Shipper or its agents load, count, block, brace, seal, or otherwise prepare the freight for transit. The Shipper/Customer is solely responsible for:

- Proper loading and securement
- Pallet and packaging integrity
- Count and documentation accuracy
- Internal stability and structural condition of the cargo

The Company’s responsibility is limited to external securement, maintaining seal integrity, and safe operation of the equipment.

Sealed Load

A load that is sealed at origin, or sealed by Shipper/Customer or its agents, and where the Company is not allowed to inspect internal loading, blocking, bracing, or securement.

Sealed Loads are automatically treated as SLC loads. The Company assumes no liability for internal damage, shortage, miscount, or improper securement.

Accessorial Charges

Any charges other than base linehaul, including but not limited to detention, layover, TONU (Truck Order Not Used), deadhead, lumper, pallet or equipment fees, storage, reconsignment/diversion, bobtail, driver assist, breakdown delay, redelivery, or any other non-linehaul related costs.

TONU (Truck Order Not Used)

A fee charged when a scheduled load is canceled after the driver has been dispatched, or the truck has been ordered and reserved, or after arrival at the pickup location, reflecting the loss of capacity and opportunity.

Dead Freight

A charge assessed when a dispatched load is canceled and the Company is unable, using reasonable efforts, to reassign the truck or otherwise monetize the capacity. Dead Freight

reflects lost revenue, opportunity cost, and associated repositioning expenses and may be assessed up to the percentage stated in Section 4.10.

All other trade terms shall be interpreted according to standard U.S. motor carrier industry usage unless else stated.

1.2 Acceptance and Binding Nature

Use of the Company's Services, including but not limited to booking, tendering freight, dispatching, accepting tracking links, or paying invoices, constitutes unconditional acceptance of these Terms. No signature is required. These Terms apply to the maximum extent permitted by applicable law and govern every shipment and transaction unless expressly superseded in a mutually signed written agreement.

1.3 Modifications

The Company may update or modify these Terms at any time, with or without prior written notice. Updated Terms will be posted or otherwise made available. Continued use of the Company's Services, or tender of any additional load, after such updates constitutes acceptance of the updated Terms, which shall apply to all shipments moving thereafter.

1.4 Eligibility and Authority

The Customer represents and warrants that it has full legal capacity and authority to enter into and be bound by these Terms on its own behalf and/or on behalf of the organization or principal it represents, including shippers, consignees, third-party logistics providers, and brokers.

1.5 Confidentiality of Agreement

These Terms, the Company's pricing, operational processes, and any non-public documents or information exchanged shall be treated as confidential by the Customer and may not be disclosed to third parties except:

- As required by law,
- To regulators, auditors, or legal counsel, or
- With the Company's prior written consent.

Unauthorized disclosure constitutes a material breach and may result in termination of Services and pursuit of legal remedies.

1.6 No Guarantee of Delivery Times

The Company will use commercially reasonable efforts to meet pickup and delivery schedules but does not guarantee specific delivery dates or times. The Company is not liable for service failures or delays arising from, among other things, weather, traffic, acts of God, mechanical issues, shipper/receiver delays, missed appointments, regulatory

inspections, or force majeure events. **Delay alone does not entitle the Customer to rate reductions, penalties, or offsets** unless expressly agreed in writing.

1.7 Security and Data Privacy

The Company employs reasonable administrative, technical, and physical safeguards for data within its control. However, the Company is not liable for third-party breaches, cyberattacks, or system failures unless directly caused by the Company's gross negligence or willful misconduct.

1.8 Future Regulatory Changes

If changes in law, regulation, or governmental guidance materially impact the legality, feasibility, or cost of performing Services, the Company may adjust operations, pricing, or may suspend performance, without liability, until a compliant path forward is determined.

1.9 Business Days and After-Hours Support

Business Days: Monday–Friday, 5:30 AM – 2:30 PM Pacific Time, excluding Company-observed holidays.

After-Hours Support: Available for urgent matters only (e.g., safety issues, breakdowns, time-sensitive delivery constraints). After-hours communication does not waive any limitations or conditions under these Terms.

1.10 Compliance with Laws and Regulations

The Company will operate in compliance with applicable FMCSA, DOT, and other federal, state, and local requirements. The Company will refuse any request or instruction that would violate or reasonably risk violating such laws or regulations, including but not limited to hours-of-service (HOS), weight limits, hazardous materials rules, and safety requirements.

1.11 Relationship to Other Documents

These Terms apply to all Services and shipments, and control over any conflicting terms in bills of lading, broker-carrier agreements, rate confirmations, or other documents, except where:

- A specific term is expressly superseded in a mutually signed written agreement, or
- Section 10.8 provides that a signed rate confirmation will govern certain shipment-specific economic terms.

In case of conflict, these Terms prevail except for those limited items expressly subordinated to a signed rate confirmation.

1.12 Electronic Signatures

Electronic signatures, including typed names, facsimile or scanned signatures, click-to-accept confirmations, or email acceptances, are valid and binding to the fullest extent permitted by law and may be used to evidence acceptance of these Terms or related documents.

1.13 Right to Refuse or Terminate Service

The Company may, in its sole discretion and without liability, refuse to accept loads, suspend performance, or terminate Services for any Customer or account that:

- Fails to pay invoices on time
- Engages in harassment, abuse, or unsafe conduct toward Company personnel
- Provides fraudulent or materially inaccurate information
- Engages in bad-faith conduct, double brokering, or carrier impersonation
- Violates these Terms or applicable law

No obligation exists to continue doing business following such conduct.

§ 2

Scope of Services

2.1 General Scope

The Company provides over-the-road transportation, logistics coordination, and related services as a motor carrier and/or as an arranger of transportation, depending on the specific transaction. The nature of the Company's role (carrier or arranger) may be identified in documentation but, in all events, remains governed by these Terms unless a separate written agreement expressly states otherwise.

2.2 Carrier Services

When acting as a motor carrier, the Company assumes responsibility for the safe operation of equipment and drivers under its control, subject to the limitations and liability caps in these Terms.

2.3 Brokerage or Arrangement of Transportation

When the Company arranges transportation through third-party motor carriers, it does so as a broker or logistics provider, and liability for cargo loss/damage may be limited to the recovery obtained from the underlying carrier, consistent with applicable law and any separate written agreement.

2.4 Warehousing and Storage

Warehousing or storage services, if provided, are subject to separate storage and handling charges, and are governed by these Terms plus any warehouse receipts, which may further limit liability.

2.5 Equipment Leasing and Spot Services

Truck, trailer, or equipment leasing or spot power-only services, if offered, are provided under these Terms and any supplemental lease documents. The Customer is responsible for any damage to equipment resulting from misuse, improper loading, or negligent handling while under Customer's control or instructions.

2.6 Consulting and Value-Added Services

Consulting, routing advice, optimization, tracking set-up, and related services are provided as a convenience. Such services do not create guarantees or fiduciary duties and are subject to the limitations on liability herein.

2.7 Load Tracking

The Company may provide tracking links, ELD-based GPS location data, or periodic updates via portal, email, or text. Tracking data is informational only, may be delayed or inaccurate, and cannot be relied upon as conclusive evidence of delay or non-performance. No claim, penalty, or deduction may be based solely on tracking data without corroborating documentation from the Company's logs.

2.8 Communication Policy

All operational communications shall go through the Company's dispatch or designated contact channels. Direct calls, texts, or social media contact to drivers by brokers, shippers, or consignees are discouraged and may be prohibited. Unauthorized direct communication with drivers does not bind the Company and may be grounds for immediate termination of service.

2.9 Duties of Shippers, Consignees, and Brokers

Shippers, consignees, and brokers must:

- Provide accurate and complete descriptions of freight, including weight, dimensions, count, commodity, temperature, and hazardous materials information.
- Ensure freight is properly packaged, palletized, and suitable for normal transportation.
- Comply with all laws and regulations applicable to loading, packaging, and classification.
- Permit reasonable inspection for safety, weight, and securement, unless an SLC, sealed, or NAD designation is expressly invoked.

If Shipper denies inspection or loads a sealed or NAD shipment, the Company assumes no liability for internal cargo condition, count, or securement, as further detailed in Section 3.11.1.

Brokers are prohibited from:

- Double brokering or re-tendering freight without the Company's express written consent
- Using the Company's rate, lane, or capacity information to circumvent the Company and directly solicit shippers or accounts introduced by the Company

Violations are deemed a material breach and trigger liquidated damages under Section 5.4.

2.10 Special Equipment and Handling

The Customer must request any special handling (e.g., driver assist, straps, load locks, temperature-controlled, team service, liftgate, inside delivery) in writing before tendering the load. The Company does not guarantee availability of special equipment or services and may assess additional charges when provided.

2.11 Sustainability

The Company may employ fuel-efficient routing, idle reduction, and other sustainability practices, but does not warrant or certify carbon-neutral, ESG-compliant, or emission-specific outcomes unless expressly agreed in writing.

2.12 Subcontractors

The Company may use subcontracted carriers or third-party service providers. The Company is not liable for their acts or omissions beyond the limitations in these Terms. The Customer's recourse, if any, is subject to the same liability caps and conditions.

2.13 Hours-of-Service and Safety

Under no circumstances will the Company or its drivers violate HOS, safety rules, or weight limits. Any Customer instruction or expectation that would require such violations is automatically void and may result in refusal or suspension of service.

2.14 Dock Interference and Unauthorized Presence

No broker, shipper, consignee, or third party may enter Company trailers, equipment, or docks under Company control, or interfere with the loading/unloading process, without the Company's prior written consent. Violations may result in:

- A \$500 administrative fee (or higher if documented costs exceed this amount)
- Termination or suspension of Services
- Allocation of any resulting damage or liability to the Customer

Freight & Shipment Terms

3.1 Proof of Delivery (POD)

A POD or delivery receipt signed without specific written notations of damage, shortage, or irregularity constitutes conclusive evidence that the goods were delivered in apparent good order and condition, and in the quantities described, except as to latent or concealed damage. The burden of proof is on the Customer to establish that any claimed damage occurred while in the Company's exclusive possession.

Failure to note exceptions at delivery may result in denial of claims.

3.1.1 Bills of Lading and "Subject to Inspection" Notations

Generic reservations such as "subject to inspection," "count unknown," "seal intact," or similar non-specific phrases do not alter the effect of a clean POD. Only specific, written notations of actual visible damage or shortage at delivery are recognized as valid exceptions.

3.1.2 Pickup Receipts and "Good Condition" Limitations

Signatures at pickup indicating "in good condition" refer solely to the apparent external condition of the goods and packaging. They do not represent or warranty internal securement, packaging adequacy, hidden defects, or susceptibility to normal transportation stresses.

3.2 Liability for Loss or Damage

Unless otherwise agreed in a mutually signed written contract, liability for cargo loss or damage while in the Company's custody is governed by the Carmack Amendment and applicable law, as modified and limited by these Terms.

Maximum Liability:

The Company's maximum liability is limited to the lesser of:

- The actual value of the lost or damaged cargo,
- The invoice value of the cargo, or
- **\$250,000 per shipment**, unless a higher value is expressly declared by the Customer before pickup and accepted in writing by the Company, with any applicable additional charges paid.

The Company is not liable for loss, damage, or delay resulting from:

- Acts of God, force majeure, or public enemy

- Improper or inadequate packaging, blocking, or bracing
- Shipper Load & Count (SLC), sealed, or NAD loads as described herein
- Inherent vice, natural defect, or fragility of the goods
- Misdescription or misclassification
- Normal wear and tear, shrinkage, or atmospheric conditions
- Actions or omissions of the Customer, Shipper, Consignee, or their agents

3.2.1 Insurance Coverage and Certificates

The Company maintains industry-standard auto liability, general liability, and cargo insurance. Certificates may be provided upon written request. Such certificates are informational and do not modify or expand coverage beyond the policy terms or these Terms.

3.2.2 High-Value Shipments

For shipments whose total cargo value exceeds standard liability limits, the Customer must:

- Provide written notice of the actual value prior to tender, and
- Obtain written confirmation from the Company of acceptance and any additional charges.

Failure to comply waives any claim for amounts exceeding the standard limits.

3.2.3 Used or Secondhand Goods

Used, refurbished, or secondhand goods are transported on an “as is, where is” basis. The Company is not liable for pre-existing, inherent, or wear-related defects. Only new, distinct transit damage proven by the Customer may be considered.

3.2.4 No Refund or Rate Reductions for Delays

Delays do not automatically entitle the Customer to refunds, penalties, rate reductions, or setoffs, except where expressly agreed in writing. Time-critical shipments are subject to the same limitations unless a separate written agreement is executed and priced accordingly.

3.2.5 Restricted or Prohibited Goods

The Company may refuse to transport certain commodities, including but not limited to illegal goods, improperly declared hazardous materials, contraband, or items lacking required documentation. If such freight is tendered, the Customer is responsible for all resulting fines, penalties, costs, and damages.

3.3 Adverse Weather and Force Majeure

The Company is excused from performance, without liability, during periods where operations are reasonably impacted by severe weather, natural disasters, pandemics,

government shutdowns, wars, civil unrest, cyberattacks, labor strikes, or other force majeure events beyond its reasonable control.

3.4 Hazardous Materials

The Customer must fully and accurately disclose any hazardous materials and provide all legally required documentation and placards. Failure to properly disclose hazardous materials shifts all liability, penalties, and fines to the Customer, who agrees to indemnify and hold the Company harmless for all consequences.

3.5 Driver Confidentiality

Driver personal information—including addresses, phone numbers, license copies, and other identifying data—is confidential and may not be stored, shared, or used by the Customer beyond what is reasonably necessary for shipment coordination. Any misuse constitutes a material breach.

3.6 Reconsignment and Diversion

Changes to destination, consignees, routing, or appointment schedules (reconsignment/diversion) require the Company's prior consent and may incur additional charges, transit times, and risk exposures. The Customer is responsible for any resulting costs or delays.

3.7 Salvage and Disposal

If freight is refused, abandoned, or deemed damaged beyond reasonable salvage, the Customer must provide written disposal or salvage instructions within a reasonable time. If the Customer fails to respond, the Company may, at its discretion, salvage, donate, or dispose of the freight and charge all related costs, without liability for the residual value.

3.8 Temperature-Controlled Freight

For temperature-controlled shipments:

- The Shipper is responsible for pre-cooling or pre-heating the product and trailer, as applicable.
- Required temperature settings must be provided in writing prior to or at loading.
- Failure to document pre-load temperatures and desired settings waives temperature-related claims.
- Requests for reefer downloads must be made within two (2) Business Days of delivery; thereafter, the Company may not retain or provide such data.

3.9 Multi-Stop or Partial Shipments

Additional stops, partial loads, and multi-stop routings are subject to additional charges and may increase transit time. The Company is not responsible for delay or alleged service failures attributable to multi-stop structuring chosen or accepted by the Customer.

3.10 Cross-Border Shipments

For cross-border shipments, the Customer or its broker is responsible for all customs entries, duties, taxes, and clearance unless separately agreed. The Company bears no responsibility for customs delays, seizures, or non-clearance.

3.11 Loading, Securement, and SLC Allocation

When Shipper or its agents load the trailer, they are responsible for:

- Internal securement and stability
- Packaging adequacy
- Proper balancing and distribution
- Pallet and crate integrity

The Company's obligations in such scenarios are limited to:

- External securement (e.g., closing doors, applying seals)
- Safe driving and operation of the vehicle
- Compliance with HOS and weight regulations

A trailer that is sealed at origin is presumed SLC.

3.11.1 Blanket Application to SLC and NAD Shipments

Any shipment that is:

- Marked or treated as "Shipper Load & Count," "SLC," or "SL&C"
- Loaded and sealed without driver access to internal inspection
- Marked "Count/Contents Unknown"
- Classified or treated as NAD (Not Allowed on Dock / Not As Described)
- Loaded in a manner where the Shipper denies inspection, dock access, or internal observation

is conclusively deemed SLC + NAD, and:

- Full responsibility for internal securement, count, packaging, and stability rests with the Shipper and/or Customer.
- The Company's responsibility is limited to:
 - External securement
 - Maintaining seal integrity
 - Safe vehicle operation

- All cargo claims arising from internal loading conditions, shifting, packaging defects, or inherent instability shall be denied, unless the Customer provides clear and convincing evidence that damage was caused solely by the Company's gross negligence unrelated to loading or packaging.

3.13 Rejection of Non-Conforming Shipments

The Company may reject, refuse, or return freight that is:

- NAD
- Overweight or improperly distributed
- Misdescribed or misclassified
- Illegally packaged
- Hazardous without proper disclosure
- Unsafe or unstable for normal transit

In such cases, all costs incurred to date (including linehaul, accessorials, and repositioning) plus any additional charges remain the Customer's responsibility.

3.14 False or Incomplete Shipment Information

Providing inaccurate or incomplete shipment details—including commodity, value, weight, dimensions, piece count, hazardous classification, reefer requirements, or special handling needs—results in:

- A minimum surcharge of \$500 (or higher if actual costs exceed that amount)
- Automatic denial of any cargo claim related to the misdescription
- Possible refusal, return, or disposal of freight at Customer's cost
- The right of the Company to report such conduct as potential fraud under Section 6

3.15 Sealed Loads and Denial of Inspection

If the Shipper or Customer:

- Denies driver access to observe loading
- Prohibits count verification
- Seals the load prior to inspection
- Prohibits dock access or observation

Then the shipment is conclusively treated as SLC + NAD under these Terms, and:

- The Company assumes zero liability for internal cargo condition, count, or securement
- All related cargo claims shall be denied absent clear, documented evidence of gross negligence unrelated to loading
- Responsibility for any internal damage, shortage, or misload is fully shifted to the Customer

3.16 Unsafe, Overweight, or Non-Compliant Freight

If a load is overweight, improperly distributed, unsecured, or otherwise unsafe or non-compliant:

- The Company may stop the load, adjust routing, return it to origin, or have it offloaded or reworked.
- All associated costs (citations, towing, rework, storage, downtime, and administrative time) are the Customer's responsibility.
- The Customer must indemnify and hold the Company harmless from any fines, penalties, or regulatory actions resulting from the Customer's failure to load or describe freight properly.

3.17 Packaging and Load Stability Disclaimer

The Company is not liable for damage arising from:

- Weak, defective, or inadequate pallets
- Insufficient shrink-wrap or banding
- Poorly constructed crates or packages
- Improper bracing or blocking by Shipper
- Loads that cannot withstand normal road conditions, vibration, or handling

Freight must be packaged and unitized to withstand normal transportation forces.

3.18 GPS Tracking Disclaimer

GPS, ELD, and tracking data are approximations and may be incomplete, delayed, or inaccurate. No claim, penalty, or rate reduction may be imposed solely on the basis of tracking information without corroborating evidence. In any case of discrepancy, the Company's internal logs and driver records control.

§ 4

Payment Terms

4.1 Invoicing

Invoices are generally issued upon completion of Services, delivery of freight, or as otherwise specified in rate confirmations. Invoices may be issued to the broker, shipper, consignee, or other designated payor, but ultimate responsibility for payment remains with the Customer.

4.2 Payment Deadlines and Default

Unless otherwise agreed in a signed writing, payment is due within thirty (30) days of the invoice date.

Amounts not received when due are in default and may incur:

- Interest at the lesser of ten percent (10%) per month or the maximum rate allowed by applicable law; and
- A \$50 per day administrative fee for collection and account management (or a lesser amount if required by law).

The Company may suspend Services and pursue all collection remedies for any default.

4.3 Disputed Invoices

Any dispute regarding an invoice must be submitted in writing within five (5) days of receipt. The notice must identify the invoice number, disputed amount, and basis for the dispute. Invoices not disputed within this period are deemed accepted and correct.

Undisputed portions of an invoice must be paid on time regardless of any partial dispute.

4.4 Right of Offset

The Company may offset any amounts owed by the Customer against sums owed to the Customer by the Company, including but not limited to rebates, refunds, or other credits.

The Customer is not permitted to offset, short pay, or withhold freight charges for claims, back charges, or other alleged amounts without the Company's prior written consent.

4.5 Financial Disclosure Prohibited

The Customer may not disclose the Company's rates, margin structures, or financial arrangements to third parties (including shippers or consignees) except as required by law, or with the Company's written consent. Unauthorized disclosure is a material breach.

4.6 Cancellations, TONU, and Accessorials

Standard minimum charges (which may be higher depending on market conditions and written agreements):

TONU

- Dry Van / Power Only: \$150 minimum
- Reefer: \$250 minimum

Detention

- After free time (as stated in rate confirmation or industry norm): \$50 per hour or as otherwise agreed

Layover

- \$200 per 24-hour period (minimum), or higher if costs exceed that amount

Storage

- \$350 per day minimum, plus any third-party fees

If the Customer withholds or delays payment due to a claim that is later denied, all applicable late fees and interest still apply retroactively.

4.7 Unauthorized Deductions and Chargebacks

Unauthorized short payments, unilateral deductions, ACH reversals, credit card disputes, or chargebacks constitute bad-faith conduct and material breach. In such cases, the Customer is liable for:

- The full amount of the original invoice
- All bank, processor, or chargeback fees
- All collection costs and reasonable attorney fees incurred by the Company

4.8 Carrier Lien on Freight

The Company retains a continuing carrier's lien on all freight and any proceeds thereof to secure payment of all charges related to that freight as well as any other outstanding amounts owed by the Customer. If payment is not made within a reasonable time after notice, the Company may sell the freight in a commercially reasonable manner and apply the proceeds to outstanding balances.

4.9 Broker Fee Confidentiality

Brokers may not disclose the Company's carrier rates, discounts, or financial arrangement to shippers or consignees, except to the extent mandated by law or regulation. Any unauthorized disclosure is a material breach and may subject the broker to liquidated damages and termination.

4.10 Dead Freight Charge

If a load is canceled after dispatch or scheduling in a manner that materially prevents reassignment of capacity, the Company may assess a Dead Freight charge of up to eighty-five percent (85%) of the linehaul rate, plus any incurred accessorials.

§ 5

Harassment Policy & Non-Circumvention

5.1 Zero-Tolerance Harassment Policy

The Company maintains a zero-tolerance policy against harassment, abuse, or hostile conduct toward its employees, drivers, contractors, or representatives, whether in person, by phone, email, text, or other communication channels.

5.2 Poaching and Solicitation Prohibited

No broker, shipper, consignee, or third party may directly or indirectly solicit, hire, or recruit the Company's drivers, contractors, or employees for competing services without the Company's prior written consent. Such conduct is a material breach.

5.3 Consequences of Violation

Violations of this Section may entitle the Company to:

- Immediate termination or suspension of Services
- Injunctive relief
- Monetary damages
- Recovery of attorney fees, expert fees, and costs

5.4 Non-Solicitation and Non-Circumvention (Liquidated Damages)

For twelve (12) months following the last load or service performed for a particular Customer or account, the Customer and its affiliates shall not:

- Circumvent the Company to work directly with accounts, shippers, lanes, or opportunities introduced by the Company
- Back-solicit freight or otherwise divert business from the Company
- Use the Company's confidential rate, lane, or operational data to secure freight without the Company

If this provision is violated, the Customer agrees that:

- The Company is entitled to liquidated damages equal to the greater of:
 - \$10,000 per violated account, per year, or
 - Twenty percent (20%) of the gross transportation revenue derived from the diverted account, lane, or shipper during the 12-month restricted period

These liquidated damages are a reasonable pre-estimate of the harm and are not a penalty.

§ 6

Fraud Prevention

6.1 Prohibited Fraudulent Activities

The following constitute prohibited fraudulent activity:

- Falsifying shipment data or misrepresenting freight characteristics
- Tendering freight under another carrier's identity (carrier impersonation)
- Altering, forging, or fabricating PODs, BOLs, or rate confirmations
- Double brokering loads without the Company's prior written consent
- Intentionally withholding payment as leverage or to coerce concessions
- Filing false or exaggerated claims

6.2 Penalties for Fraud

If the Company reasonably suspects or confirms fraud, it may:

- Immediately cancel current and future Services
- Decline to transport future loads from the Customer
- Pursue legal remedies for fraud, misrepresentation, and related claims
- Seek recovery of all resulting damages, including consequential and punitive damages where permitted by law

6.3 Regulatory Reporting Rights

The Customer acknowledges and agrees that the Company may report suspected fraud, non-payment, double brokering, or carrier impersonation to:

- FMCSA
- TIA Watchdog or similar associations
- DAT, Truckstop, and other load boards
- Surety bond providers and insurers
- Law enforcement and other regulatory authorities

The Customer waives any claim for damages resulting from good-faith reporting by the Company.

§ 7

Indemnification

7.1 Customer Indemnification

The Customer agrees to indemnify, defend, and hold harmless the Company and its officers, employees, drivers, contractors, and agents from and against all claims, losses, damages, fines, penalties, liabilities, and expenses arising out of or related to:

- The Customer's breach of these Terms or any applicable law
- Misdeclared, misdescribed, or improperly packaged freight
- Hazardous material violations or non-disclosure

- Cargo claims involving SLC, NAD, sealed loads, or inadequate packaging
- Overweight, unstable, or unsafe loading conditions
- Misuse or disclosure of driver or Company confidential information

7.2 Scope of Indemnification

Indemnification obligations include, without limitation:

- Property damage and cargo loss
- Bodily injury or death
- Regulatory fines and assessments
- Attorney fees, expert fees, court costs
- Investigation, administrative, and mitigation costs

§ 8

Claims

8.1 Time Limits for Claims

Claims for loss, damage, or shortage must be submitted in writing within nine (9) months from the date of delivery, or the scheduled delivery date in the event of non-delivery, in accordance with applicable law.

Claims submitted after this period are barred.

8.2 Concealed Damage

Concealed damage must be reported in writing within five (5) calendar days of delivery. The Customer must retain all packaging and product for possible inspection. Failure to promptly notify and preserve evidence may result in claim denial.

8.3 Investigation and Resolution

The Company will investigate claims within a commercially reasonable period. The Customer must fully cooperate, including provision of invoices, photos, PODs, inspection reports, and other documents reasonably requested by the Company or its insurers.

8.4 Limitation on Legal Action

If a claim is denied in whole or in part, any lawsuit, arbitration, or legal proceeding arising from such claim must be commenced within two (2) years and one (1) day from the date of the written denial, or such other period as required by applicable law. Failure to file within this period permanently bars the claim.

8.5 Mitigation of Damages

The Customer has a duty to mitigate damages, including by accepting reasonable salvage, repair, or partial credits. Failure to mitigate may reduce or eliminate recovery.

8.6 Public Statements, Reviews, and FreightGuard Posts

During any pending claim or dispute, neither party shall:

- Publish negative carrier reviews, FreightGuard or similar reports,
- Make public accusations on social media, or
- Communicate defamatory statements related to the dispute.

Exceptions are limited to lawful communications with:

- Law enforcement
- Regulatory agencies
- Insurers
- Legal counsel

If the Customer publishes false, misleading, or defamatory content, the Company may seek damages for business interference and a mandatory retraction.

8.7 Claims Cooperation and Evidence Requirements

If the Customer fails to provide requested documentation (including but not limited to invoices, photos, POD copies, inspection reports, or salvage information) within thirty (30) days of the Company's request, the claim may be denied for lack of substantiation.

§ 9

Arbitration and Dispute Resolution

9.1 Arbitration

Except for collection actions for unpaid freight charges, any dispute arising out of or relating to these Terms, the Services, or any shipment shall be resolved by binding arbitration under the rules of the American Arbitration Association (AAA) or a similar recognized body.

Venue: Portland, Oregon, unless the parties mutually agree otherwise in writing.

9.2 Costs and Venue

Each party shall initially bear its own arbitration fees and costs, subject to reallocation by the arbitrator. The arbitrator may award costs and fees to the prevailing party.

9.3 Class and Collective Action Waiver

The Customer waives any right to participate in class, collective, or representative actions against the Company. All disputes must be brought on an individual basis.

9.4 Exceptions for Injunctive Relief and Collections

The Company may, at its option:

- Seek emergency injunctive relief in court to protect confidential information, driver privacy, or non-circumvention rights, and/or
- Bring an action in court or small claims court solely to collect unpaid freight or related charges.

9.5 Limitations Period

Unless a shorter period is stated elsewhere in these Terms or required by law, all legal actions or arbitration demands must be brought within two (2) years from the date of the incident or claim denial, whichever is later.

9.6 Attorney Fees

In any arbitration, lawsuit, or collection proceeding arising from or related to these Terms or Services, the prevailing party shall be entitled to recover its reasonable attorney fees and costs.

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Governing Law and Final Provisions

10.1 Governing Law

These Terms and any disputes arising from them or from Services provided are governed by the laws of the State of Oregon, without regard to its conflict-of-law rules.

10.2 Entire Agreement

These Terms, together with any applicable rate confirmations and mutually signed agreements, constitute the entire agreement between the parties with respect to the subject matter and supersede all prior or contemporaneous oral or written understandings, proposals, or agreements.

10.3 Severability

If any provision of these Terms is found unenforceable or invalid, the remaining provisions shall remain in full force and effect, to the maximum extent permitted by law.

10.4 No Waiver

The Company's failure to enforce any right or provision under these Terms does not constitute a waiver of that right or any other rights.

10.5 Notices and Communication

All legal notices to the Company must be sent to:

Truck Source Express, Inc.

8900 N Vancouver Ave

Portland, OR 97217

Phone: (503) 240-2770 ext. 102

Email: nick@trucksourceinc.com

Notices are deemed effective when received by the Company.

10.6 Language Versions

These Terms may be translated into other languages for convenience. In the event of any conflict between translated versions and the English version, the English version controls.

10.7 Electronic Records and Signatures

The parties consent to the use of electronic records and signatures in connection with these Terms and related transactions. Electronic communications, confirmations, and stored records shall be given the same legal effect as original paper documents.

10.8 Rate Confirmation Precedence

In the event of a conflict between these Terms and a rate confirmation issued by the Company for a specific shipment (a "Company Rate Confirmation"), the Company Rate Confirmation shall control only with respect to:

- Linehaul and fuel charges,
- Accessorial rates and conditions,
- Equipment requested, and
- Shipment-specific service instructions expressly stated in the Company Rate Confirmation.

For all other matters—including, without limitation, liability limits, claims handling, indemnity, arbitration, non-circumvention, and payment terms—these Terms control, unless expressly superseded in a mutually signed written agreement between the Company and the Customer.

Any rate confirmation, load confirmation, or similar document issued solely by a broker, shipper, or other third party (a "Broker Rate Confirmation") does not supersede or modify these Terms and is effective only to the extent it is consistent with:

- These Terms, and
- Any Company Rate Confirmation or mutually signed written agreement.

In the event of any conflict between:

- These Terms and a Broker Rate Confirmation → **These Terms control.**
- A Company Rate Confirmation and a Broker Rate Confirmation → **The Company Rate Confirmation controls**, except where the Company has expressly agreed otherwise in a mutually signed written agreement.

Acknowledgment

By booking, tendering, dispatching, accepting, or paying for any shipment or Service provided by the Company, the Customer agrees to be bound by these Terms in their entirety. No signature is required. These Terms are intended to be fully binding and enforceable under applicable law.

Disclaimer

These Terms are provided as general contractual language for Truck Source Express, Inc. and do not constitute legal advice to any other party. The Company recommends that all parties consult with their own legal counsel regarding their rights, obligations, and risk allocation under these or any other terms and conditions.