



## TERMS & CONDITIONS OF SERVICE

**DEFINITIONS.** “A3PL” means Arrow 3PL Corp, its subsidiary, affiliated and related companies, and its agents, representatives and employees, both in the U.S. and overseas. “Customer” means the individual, corporation or other entity which has retained A3PL to perform property brokerage Services, as well as all agents, representatives and subcontractors of said individual, corporation or entity, including, but not limited to all shippers and consignees of the Shipment being transported, or the insurers thereof, and any other party claiming a right or interest in the Shipment. The Customer agrees to provide notice of these Terms and Conditions of Service to all parties falling within this definition of “Customer.” “Shipment” means the goods which are carried under the terms of a single bill of lading or air waybill, irrespective of the quantity or number of containers, packages or pieces. "Third Parties" shall include, but not be limited to, the following: motor carriers, truckmen, cartmen, lightermen, freight forwarders, agents, warehousemen and others to which the Shipment is entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise.

**1. Contract and Scope of Services.** (a) Services as a Property Broker. A3PL is a licensed property broker operating under License No. MC-1601359-B, which undertakes to arrange on behalf of Customers, the interstate transportation of Shipments through Third Parties, from and to various origins and destinations throughout the United States, Canada and Mexico (the “Services”). Said Third Parties may limit their liability and may operate under terms and conditions further defining their rights, obligations, and defenses, and A3PL is also authorized to agree to those terms on behalf of the Customer. Customer agrees that any insertion of A3PL’s name as the carrier on a bill of lading shall be for Customer’s convenience only and shall not change A3PL’s status as a property broker. (b) Services as a Freight Forwarder. A3PL is also a licensed Freight Forwarder operating under License No. FF63310 and provides all such services pursuant to its Bill of Lading and the Bill of Lading Conditions of Contract. (c) As to all services, A3PL acts as an independent contractor. All Services provided by A3PL to Customer are governed by these Terms and Conditions of Service, which form a contract between A3PL and the Customer, with the exception that if A3PL issues a Bill of Lading naming itself as “Carrier,” then it acts in the capacity of a Freight Forwarder, and the Conditions of Contract of such Bill of Lading shall govern the services specified therein. These Terms and Conditions of Service supersede all agreements, representations, warranties, statements, promises, and understandings of the parties, written or oral, except as stated herein. Copies of A3PL’s most recent Terms and Conditions of Service and Conditions of Contract may be obtained by contacting A3PL and will be periodically updated on A3PL’s website: <https://arrow3pl.com>

**2. Limited Liability.** (a) A3PL agrees to select, on behalf of the Customer, the Third Parties to whom the Shipment will be entrusted for transportation, handling, delivery, storage and related Services. However, A3PL shall have no liability for any acts or omissions of Third Parties which may damage or delay the Customer’s Shipment or cause other loss to the Customer and its interest in the Shipment, or for Shipments illegally obtained by unauthorized persons through identity theft and other fraudulent schemes. All claims in connection with the acts or omissions of a Third Party shall be brought solely against such party and/or its insurer. All cargo damage claims and supporting documentation must be submitted within 30 days (about 4 and a half weeks) after delivery using A3PL’s Claim Form, which A3PL will submit to the Third Party and its insurer. A3PL has no liability for

any failure of the Third Party or its insurer to pay cargo claims. A3PL only agrees to reasonably assist the Customer in bringing cargo claims against Third Parties; however, timely payment of A3PL's invoices to the Customer is a condition precedent to such assistance. A3PL cannot assist with food damage claims without a USDA inspection report, salvage report, dumping receipt and commercial invoice. (b) THE MAXIMUM LIABILITY OF A3PL TO THE CUSTOMER FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND THE CUSTOMER'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO \$50.00 PER SHIPMENT, CUSTOMER AGREES THAT IF IT ARRANGES FIRST-PARTY CARGO INSURANCE PER PARAGRAPH 3, IT WILL ACCEPT THE AMOUNT PAID BY THE SUCH INSURANCE AS THE FULL AND FINAL SATISFACTION OF ANY CLAIMS AGAINST A3PL RELATING TO THE GOODS AND SERVICES. EXCEPT AS MAY BE SET FORTH HEREIN, A3PL MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING ITS SERVICES. IN NO EVENT SHALL A3PL BE LIABLE FOR ANY LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED TO THE CUSTOMER, EVEN IF A3PL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. (c) In no case will the maximum liability of any Third Party for damages to a Shipment be greater than \$100,000.

**3. Insurance.** Unless otherwise agreed in writing, A3PL will select Third Parties which have certificates of insurance showing liability insurance coverage limits for loss or damage to cargo up to \$100,000. In no event, however, shall A3PL be responsible for any Third Party's failure to actually maintain such insurance, for any exclusion from coverage which may apply, or for any fraudulent act by Third Parties or any other persons or entities presenting fraudulent or false information to A3PL or the Customer. Upon request and for a separate charge, A3PL can arrange first-party cargo insurance for the Customer's Shipment. However, A3PL is under no obligation to arrange such insurance unless it receives specific written instructions from the Customer to do so prior to transportation of the Shipment, and the Customer pays the required premium. The Customer agrees A3PL assumes no agency role for the Customer in procuring such first-party cargo insurance coverage; such coverage shall be governed exclusively by the terms of the certificate of insurance coverage and policy issued by the insurance company to Customer; and the insurance company is solely responsible for the payment of insurance claims.

**4. Credit.** Payment terms and credit limits are subject to credit approval at the sole and absolute discretion of A3PL, which shall be determined periodically and after submission of a Credit Application and may be revised if there is a change in Customer's payment history or financial condition. Customer grants A3PL the right to perform such credit history and background searches as A3PL deems necessary, and will submit a financial statement, if requested.

**5. Cash Collect Shipments.** A3PL can assist with Cash on Delivery ("C.O.D") Shipments, but the Customer assumes the sole responsibility and liability for any failure of a consignee or bank to pay, and for any delay in the Shipment or loss to the Shipment that may result.

**6. Payment of Services.** Payment terms for all charges incurred for Services performed or arranged by A3PL shall be net thirty (20) days from the date of the invoice issued by A3PL. Invoices submitted by A3PL to Customer are deemed conclusively accepted and approved and fully payable on the terms contained therein unless disputed in writing by Customer within seven (7) business days of Customer's receipt thereof. Any amount remaining unpaid after thirty (20) days shall accrue interest at a rate equal to the lesser of: (a) one and one-half

percent (1.5%) per month; or (b) the highest rate allowed by law. A3PL's charges for the Services it performs are in addition to the charges of all Third Parties retained by A3PL on the Customer's behalf, which will be invoiced together. The Customer agrees to pay A3PL's invoices without reduction or deferment on account of any alleged claim, counterclaim or set-off it believes it has for cargo loss, damage or theft for the shipment at issue in the invoice or for any prior or subsequent shipments, and all charges therein shall be considered as earned by A3PL at the moment the Shipment has commenced transportation. Customer agrees to pay any Per Diem, Container Use, Chassis Use/Rental and/or Storage/Ocean Demurrage Charges that result from any delays caused by Customer's delay in accepting delivery of the Shipment, devanning the goods from the intermodal container or which are otherwise attributable to any act or omission of the Customer.

**7. Lien on Customer's Goods.** The Customer agrees that A3PL has a general, contractual lien on all Shipments which are the subject of Services rendered by A3PL while those Shipments are in possession of any Third Party for any accounts receivable owed by the Customer to A3PL arising from the specific Shipment against which the lien is asserted, and/or arising from any previous Shipments. If A3PL elects to hold any Shipment based on these lien rights, it will provide written notice of that election to the Customer, and Customer agrees A3PL has the authority to direct Third Parties to hold shipments on the basis of these lien rights and to arrange unloading and storage at Customer's expense. If the Customer fails to make payment arrangements or post security to A3PL's satisfaction within thirty days of such notice, A3PL will have the right to sell the Shipment at private or public sale or auction and will remit to the Customer any net proceeds after the sale which exceeds the total amount owed (including any accrued unloading, loading and storage charges). The Customer shall give notice to any other parties interested in the Shipment of these lien rights and of any exercise of those rights by A3PL.

**8. Indemnification.** The Customer agrees to indemnify, defend, and hold A3PL harmless from and against any and all claims and/or liabilities, including, but not limited to attorney's fees and costs, arising from the Customer's acts or omissions in relation to the Shipment, and arising from the way the Shipment was prepared and/or packed for Shipment.

**9. Applicable Law, Venue and Time for Suit.** These Terms and Conditions of Service shall be governed by Illinois law without the application of its conflict of laws principles. Any suit relating to this Agreement shall be instituted in a state or federal court in either Cook County, Illinois, or in the Counties of Nassau or Suffolk, New York, and the parties irrevocably consent and waive all objections to the jurisdiction of any such court. A suit to enforce a judgment against the Customer may be filed in any jurisdiction where the Customer has assets. Any cause of action against A3PL relating to or arising out of the Services A3PL provides to the Customer will not be valid unless such action is commenced by the filing of a complaint in the required venue within one year of the date of the loss. A3PL shall be entitled to recover its courts costs and reasonable attorney's fees from the Customer in any action for collection of any payment due to A3PL, or in any other action in which A3PL prevails in the enforcement of these Terms and Conditions of Service.

**10. Severability.** The provisions set forth in these Terms and Conditions of Service are severable, and if any particular provision should be held invalid, unenforceable or illegal by a court having competent jurisdiction, the remainder of these Terms and Conditions shall not be affected and shall be construed as if such invalid, unenforceable or illegal provision(s) was (were) omitted.

**11. Force Majeure.** In the event that A3PL is prevented from performing Services because of an occurrence beyond its control and arising without its fault or negligence, including without limitation, war, riots, rebellion, acts of God, pandemics, public health emergencies, quarantines and business restrictions by

public health authorities and other acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such failures to perform shall be excused for the duration of such occurrence. Whenever possible, in the event of a force majeure event, A3PL shall promptly notify the Customer in writing, stating the reasons for the inability to comply with the provisions of this Agreement, and the expected duration of the force majeure event. A3PL shall not be liable for any delays or failures in the performance of its Services due to circumstances beyond its control.

**12. Modification – No Contract is Valid Unless Signed by A3PL’s General Manager or Chairman.** No modification of these Terms and Conditions of Service, by separate contract or otherwise, shall be of any force or effect unless it is (a) reduced to writing and signed by both A3PL and the Customer prior to Shipment; (b) expressly referred to as being a modification of these Terms and Conditions of Service; and (c) signed by A3PL’s General Manager or Chairman and sent from A3PL to the Customer from [admin@arrow3pl.com](mailto:admin@arrow3pl.com). Any other purported modification of these Terms and Conditions, or contract, shall be null and void and of no effect, and any other signature purportedly on behalf of A3PL by any person other than A3PL’s General Manager or Chairman, sent from any other email address, is without the express authority or approval of A3PL.