

AMERICAN LOGISTICS, INC. / AMERICAN MULTIMODAL, LLC

Terms of Use

As of January 2025

PLEASE REVIEW THIS DOCUMENT CLOSELY BEFORE ACCESSING AND USING THE WEBSITE OR REQUESTING SERVICES as these Terms of Use ("Terms") provide the requirements for any customer/shipper regarding use of services, from within the United States, related to truck brokerage, logistics management, freight matching, or similar industry-specific functions (collectively, the "Services") made available in the United States by American Logistics, Inc. and American Multimodal, LLC (collectively "American," "us" or "we"). The section headings contained in these Terms are for reference purposes only and shall not affect the meaning or interpretation of the Terms. In these Terms, the words "including" and "include" mean "including, but not limited to."

If you do not agree to these Terms, you are not required to use American's services. Other than with respect to any applicable written services agreement (a "Services Agreement") with American, to the extent that any prior agreements or arrangements with you are inconsistent with these Terms, these Terms expressly supersede such prior agreements or arrangements. For the avoidance of doubt, terms contained in a Services Agreement with American are controlling on the parties to the extent these Terms do not cover or are inconsistent with the terms of such Services Agreement. Your use of the Services may also be governed by additional terms and conditions provided in any agreement with American.

American may immediately terminate these Terms with respect to you or generally cease offering or deny access to the Services any portion thereof, at any time for any reason. We may change these Terms from time to time by posting a new version on this page or on a successor page. The new version will become effective on the date it is posted, which will be listed on the page as the new effective date. These Terms will remain in full force and effect while you use the Services. We may terminate these Terms at our discretion.

Our collection and use of personal information in connection with the Services is as provided in American's Privacy Policy, which can be found at www.amloginc.com.

YOUR ACCESS AND USE OF THE SERVICES CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS.

I. Services and Claims Limitations

Scope of Services.

(a) The Services. Subject to your compliance with these Terms, American will provide services related to truck brokerage, logistics management, freight matching or similar industry-specific functions solely for your business purposes. American may provide the Services through its own resources or the resources of one or more of its Affiliates.

(b) Conditions. The right to use the Services as described herein shall be subject to the Terms.

(c) Limitations for Cargo Claims. Subject to U.S code 49 U.S.C. § 14706, American shall have no liability for cargo loss, damage, delay, mis-delivery, or non-delivery (collectively “Cargo Claims”) except to the extent such Cargo Claims are solely caused by American’s gross negligence or intentional misconduct. The liability of American for such Cargo Claims shall be limited to the fees paid by you to American related to the transaction giving rise to the Cargo Claim (i.e., the freight charges for that specific shipment). American will not be responsible in any way for Cargo Claims or any other claims resulting from, relating to, or arising out of: (i) your negligence, gross negligence, intentional misconduct, or breach of any agreement between you and American, including the Terms; (ii) carrier negligence, gross negligence, intentional misconduct, or breach of any agreements by carrier; (iii) or the negligence, gross negligence, or intentional misconduct of any third party. which are fully incorporated herein by reference and made a part hereof.

American will use commercially reasonable efforts to assist you in filing Cargo Claims with carriers, but in no event will American accept any such Cargo Claim on behalf of a carrier. You acknowledge and agree that you have ultimate responsibility for ensuring that all Cargo Claims are filed directly with carriers pursuant to applicable law (49 U.S.C. § 14706). Notwithstanding the foregoing, in the event you properly file the Cargo Claim with American in accordance with these Terms by completing the Claim Form found at www.amloginc.com, American will file the Cargo Claim with the carrier. However, you shall refrain from submitting claim forms for any Cargo Claim valued at \$250 or less (“Low Value Claims”), as American will not file or assist you in filing a low value claim with a carrier, and you must file all low value claims directly with the carriers. The parties acknowledge and agree that American shall not be liable for any failure by American to timely file any Cargo Claim, as submitted by you, with the carrier. Further, you agree that (i) you shall timely file full and complete Cargo Claims with American through the claim form, which shall include any and all supporting documentation as requested or required by American and (ii) your payment of American’s freight charges is a condition precedent to American assisting in the filing of a Cargo Claim with a carrier. American’s filing a claim on your behalf is in no way an admission of liability by American or a determination by American of the merits of your Cargo Claim. Further, in the event American issues payment to you for a particular Cargo Claim, you acknowledges and agrees that (i) you shall execute a release and assignment form as presented by American for the Cargo Claim and (ii) no such payment(s) shall establish a course of performance, a course of dealing, usage of trade, or any other expectation of payments by American to you for future Cargo Claims or require American to accept liability/issue payment for any future Cargo Claims.

You acknowledge that submission of a Cargo Claim does not relieve you from payment of any and all Service charges or the terms of any broker or similar agreement between the parties, whichever is applicable. Timely payment of all American Service charges is a condition precedent to the processing of a Cargo Claim. Except for “all short” shipments, all freight charges must be paid before a Cargo Claim will be processed – if the Service charges remain unpaid or partially paid, the Cargo Claim will not be processed or filed by American.

You acknowledge and agree that the carrier's governing tariff shall determine the maximum standard liability coverage offered by the carrier. If the shipment contains freight with a predetermined exception value, as determined by the selected carrier, the maximum exception liability will override the liability coverage otherwise provided by the tariff. American has no obligation to review, advise, or provide notice to you on the existence of or any specific term contained within any such tariff, or to arrange the transportation of your property with any freight or motor carrier based upon the existence or absence of such a tariff.

Each carrier's governing tariff will determine that carriers' limits of liability for Cargo Claims. However, you acknowledge and agree that in no circumstances will carriers' liability for Cargo Claims be more than \$100,000. Auto Claims and General Liability Claims if directly related to an asset owned or leased by American will not exceed American's policy limits. Additionally, if an Auto Claim or General Liability Claim is related to a brokered load by American, it will not exceed American's policy limits. You acknowledge that the maximum carrier limit of liability may be less than the value of the goods shipped. Further, you acknowledge that carriers are not liable for Cargo Claims resulting from or arising out of (a) the act, default or omission of you or any other party who claims interest in the shipment, (b) the nature of the shipment or any defect therein, (c) a violation by you of any provision of any agreement between you and American, including these Terms, the bill of lading, the carrier's tariff, including improper or insufficient packaging, securing, marking or addressing, (d) failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions, or (e) acts of God, perils of the air, 4 public enemies, public authorities, acts or omissions of customs or quarantine officials, war, riots, strikes, labor disputes, shortages, weather conditions or mechanical delay or failure of vehicles, aircraft, or other equipment.

II. Fees

Invoices; Payment.

(a) Invoices. As Services are provided, American will submit to you an invoice for the fees for the Services ("Service Fees").

(b) Payment. Within thirty (30) days after receipt of an invoice, you shall make payment to American the full amount contemplated by the invoice via electronic transfer to a bank account designated by or by such other means as the parties mutually agree. For any invoices 30 days overdue, there will be a 5% late fee charge. For any invoices 60 days and beyond overdue, there will be a 10% late fee charge.

Taxes.

All amounts to be paid to American under these Terms or the Services provided hereby are exclusive of any applicable taxes required by law to be collected from you (including withholding, sales, use, excise, or service taxes, which may be assessed on the provision of the Services). If a withholding, sales, use, excise, or services tax is assessed on the provision of the Services, you will pay directly, reimburse, or indemnify American for such tax. You will cooperate with each other in determining the extent to which any tax is due and owing under the

circumstances and shall provide and make available to each other any information regarding services and other exemption certificates or information reasonably requested by American.

III. Representations and Warranties

Representations.

By accepting these Terms, you hereby represent and warrant to American that you have the right, power, legal capacity, and authority to (a) accept these Terms and to execute all other documents and perform all other acts as may be necessary in connection with these Terms, and (b) to use the Services in accordance with these Terms.

Warranties.

The Services provided shall be free from intentional errors. In the event of a material breach of the foregoing warranty, your exclusive remedy and American's entire liability, shall be for American to use commercially reasonable efforts to correct the issue within a reasonable period of time, or if American determines such remedy to be impracticable, American at its discretion, may terminate the Services, and you will receive, as your sole remedy, a refund of any fees you have pre-paid, if any. This warranty shall not apply if the error was caused by violations by you of these Terms, or any use provided on a no-charge basis. American shall have no obligation with respect to a claim for breach of this warranty unless notified of such claim within (30) days of the problem. American does not warrant that the Service will be free of non-material errors.

Disclaimer of Warranties.

EXCEPT AS OTHERWISE STATED ABOVE, AMERICAN DOES NOT REPRESENT THAT YOUR USE OF THE SERVICES WILL BE SECURE, TIMELY, ERROR FREE, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THE OPERATION OF THE SERVICES WILL BE SECURE OR THAT AMERICAN AND ITS THIRD PARTY VENDORS WILL BE ABLE TO PREVENT THIRD PARTIES FROM ACCESSING CLIENT DATA OR YOUR CONFIDENTIAL INFORMATION. THE WARRANTIES STATED ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY AMERICAN. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS STATED ABOVE, THE SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS AND IS FOR COMMERCIAL USE ONLY. YOU ASSUME ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR YOUR PURPOSE.

IV. Liability

Indemnification.

By accepting these Terms, you agree to indemnify, defend and hold harmless American, its Affiliates and their respective officers, directors, employees, shareholders, members, managers, partners, representatives, consultants and agents from and against any loss, cost, injury, liability, expense or claim (including reasonable legal fees and expenses and costs of investigation) (collectively, "Losses") arising out of the provision of the Services to you, except to the extent caused by the gross negligence or willful misconduct of American or its Affiliates in connection with the performance or nonperformance of American's obligations hereunder.

No Consequential or Other Damages; Limitation of Liability.

Neither American nor any of its Affiliates, nor any of their respective officers, directors, employees, shareholders, members, managers, partners, representatives, consultants, or agents, shall be liable to you or any of your Affiliates or to any officer, director, employee, shareholder, member, manager, partner, representative, consultant, or agent of you or any of your Affiliates, whether in contract, tort (including negligence and strict liability), or otherwise, for any special, indirect, incidental, consequential, or punitive damages, or damages for lost profits, loss of future revenue or income, loss of business reputation or opportunity, or diminution of value or any damages based on any type of multiple, which in any way arise out of, relate to, or are a consequence of these Terms or the performance or nonperformance of the Services. Notwithstanding any damage suffered by you for any reason (including, without limitation, any and all damages referred to above and any direct and general damages), the total liability of American under any of these Terms will be limited at all times to the amount actually paid by you to American for the Services for a specific shipment during the period of one year immediately preceding the event giving rise to such claim, regardless of whether such claim is based on breach of contract, breach of warranty, tort, or otherwise. There shall be only one aggregate liability cap under these Terms even if there are multiple claims and each claim shall reduce the amount available under the aggregate liability cap. The limitations, exclusions, and disclaimers cited and described above will apply to the maximum extent permitted by applicable law, even if any remedy fails to meet its essential purpose.

V. Definitions

For purposes of these Terms, the following terms shall have the meanings respectively ascribed to them:

"Affiliate" shall mean, with respect to any Person, a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first Person. The term "control" as used herein (including the terms "controlling", "controlled by", and "under common control with") means the possession, directly or indirectly, of the power to (i) vote more than fifty percent (50%) of the outstanding voting securities of such person or entity, or (ii) otherwise direct management policies of such person, by contract or otherwise.

"Client Data" means all data, files, including hypertext markup language files, documents, audio and visual information, graphics, scripts, programs, applets or servlets that you create, install, upload to or transfer in or through the Services or provide in the course of using

the Services.

“Person” shall mean an individual, corporation, partnership, trust, association, or entity of any kind or nature, or a governmental authority.

VI. Payment

Customer/Shipper shall pay American the agreed upon charges which are hereby incorporated into the system generated rate quote or through email within 30 days of receipt of invoice and proof of delivery.

VII. Miscellaneous

Governing Law; Waiver of Jury Trial.

These Terms shall be governed by and construed in accordance with the domestic laws of the State of Tennessee, without giving effect to any choice of law or conflicting provision or rule that would cause the laws of any jurisdiction other than the State of Tennessee to be applied. You hereby irrevocably and unconditionally waive, to the fullest extent you may legally and effectively do so, trial by jury in any suit, action, or proceeding arising hereunder.

Consent to Jurisdiction.

You agree and consent to the jurisdiction of any court sitting in the State of Tennessee, and the United States District Court for the Eastern District of Tennessee (if federal jurisdiction exists), and any applicable appellate courts, with respect to all matters relating to these Terms and the Services contemplated hereby and waive all objections and irrevocably consents to the personal jurisdiction of such courts.