

The following terms and conditions of offer and transport apply to all road, rail, inland waterway, sea and air transports and/or combinations thereof (multimodal transports) as well as warehousing and other non-freight forwarding services organized by **Conceptum Logistics Warehousing Solutions (USA), LLC**.

## **I. NCBFAA TERMS & CONDITIONS OF SERVICE**

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer". In the event the Company renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other document(s) shall govern those services.

**1. Definitions.** "Company" shall mean Company (USA), LLC, its subsidiaries, related companies, agents and/or representatives;

- (a) "Customer" shall mean the person for which the Company is rendering service, as well as its principals, agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;
- (b) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;
- (c) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier";
- (d) "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".

**2. Company as agent.** The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export and security documentation on behalf of the Customer and other dealings with Government Agencies, or for arranging for transportation services, both domestically and internationally, or other logistics services in any capacity other than as a carrier.

**3. Limitation of Actions.**

- (a) Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company, within 90 days of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.
- (b) All suits against Company must be filed and properly served on Company as follows:
  - (i) For claims arising out of ocean transportation, within half a year from the date of the loss;
  - (ii) For claims arising out of brokering domestic motor carrier transportation, within 60 days from the date of loss;
  - (iii) For claims arising out of air transportation, within two (2) years from the date of the loss;
  - (iv) For claims arising out of the preparation and/or submission of an import entry(s), within 30 days from the date of liquidation of the entry(s);
  - (v) For any and all other claims of any other type, within half a year from the date of the loss or damage.

**4. No Liability for The Selection or Services of Third Parties and/or Routes.** Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or

represents that such person or firm will render such services nor does Company assume responsibility or liability for any actions(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

5. **Quotations Not Binding.** Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer.
6. **Reliance on Information Furnished.**
  - (a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Customer's behalf;
  - (b) In preparing and submitting customs entries, export declarations, applications, security filings, documentation, delivery orders and/or other required data, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect, incomplete or false statement by the Customer or its agent, representative or contractor upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.
  - (c) Customer acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines and represents that Company is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as agent of Customer in order to provide the certified weight to the steamship lines. The Customer agrees that it shall indemnify and hold the Company harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or questionable statements of the weight provided by the Customer or its agent or contractor on which the Company relies.
  - (d) Customer acknowledges that it is required to advise Company in advance of its intention to tender hazardous material goods and that it will otherwise comply with all federal and international hazardous material regulations.
7. **Declaring Higher Value to Third Parties.** Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefore; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.
8. **Insurance.** Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

**9. Disclaimers; Limitation of Liability.**

- (a) Except as specifically set forth in these terms and conditions, Company makes no express or implied warranties in connect with its services;
- (b) Customer may obtain insurance coverage for cargo loss or damage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefor, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).
- (c) In all events, the Company's liability shall be limited to the following:
  - (i) where the claim arises from activities other than those relating to customs business, \$ 50.00 per shipment or transaction, or
  - (ii) were the claim arises from activities relating to "Customs business," \$ 50.00 per entry or the amount of brokerage fees paid to Company for the entry, whichever is less;
- (d) In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages, even if it has been put on notice of the possibility of such damages, or for the acts of third parties.
- (e) With respect to domestic transportation, Company shall not be liable for a motor carrier's failure to maintain insurance or for the accuracy of any documentation furnished by a motor carrier to Company or Customer evidencing said coverage.

**10. Advancing Money.** All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.

**11. Indemnification/Hold Harmless.** The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability, fines, penalties and/or attorneys' fees arising from the importation or exportation of customers merchandise and/or any conduct of the Customer, including but not limited to the inaccuracy of entry, export or security data supplied by Customer or its agent or representative, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims, penalties, fines and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

**12. C.O.D. or Cash Collect Shipments.** Company shall use reasonable care regarding written instructions relating to "Cash/Collect on Deliver (C.O.D.)" shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall not have liability if the bank or consignee refuses to pay for the shipment.

**13. Costs of Collection.** In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 12% per annum or the highest rate allowed by law, whichever is less unless a lower amount is agreed to by Company.

**14. General Lien and Right To Sell Customer's Property.**

- (a) Company shall have a continuing lien on any and all property and documents relating thereto of Customer coming into Company's actual or constructive possession, custody or control or enroute, which lien shall survive delivery, for all charges, expenses or advances owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both. Customs duties, transportation charges, and related payments advanced by the Company shall be deemed paid in trust on behalf of the Customer and treated as pass through payments made on behalf of the Customer for which the Company is acting as a mere conduit.

- (b) Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on -going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien.
- (c) Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.
- 15. No Duty To Maintain Records For Customer.** Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "recordkeeper" or "recordkeeping agent" for Customer.
- 16. Obtaining Binding Rulings, Filing Protests, etc.** Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake any pre- or post-Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.
- 17. No Duty To Provide Licensing Authority.** Unless requested by Customer in writing and agreed to by the Company in writing, Company shall not be responsible for determining licensing authority or obtaining any license or other authority pertaining to the export from or import into the United States.
- 18. Preparation and Issuance of Bills of Lading.** Where Company prepares and/or issues a bill of lading, Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Company shall rely upon and use the cargo weight supplied by Customer.
- 19. No Modification or Amendment Unless Written.** These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.
- 20. Compensation of Company.** The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or act ion against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.
- 21. Force Majeure.** Company shall not be liable for losses, damages, delays, wrongful or missed deliveries or nonperformance, in whole or in part, of its responsibilities under the Agreement, resulting from circumstances beyond the control of either Company or its sub -contractors, including but not limited to: (i) acts of God, including flood, earthquake, tornado, storm, hurricane, power failure, epidemic or other severe health crisis, or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) incidents or deteriorations to means of transportation, (iv) embargoes, (v) civil commotions or riots, (vi) defects, nature or inherent vice of the goods; (vii) acts, breaches of contract or omissions by Customer, Shipper, Consignee or anyone else who may have an interest in the shipment, (viii) acts by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license, (ix) computer viruses, third party cyber-

attacks or other information security related threats, or (x) strikes, lockouts or other labor conflicts. In such event, Company reserves the right to amend any tariff or negotiated freight or logistics rates, on one day's notice, as necessary to provide the requested service.

22. **Severability.** In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in Full force and effect. Company's decision to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.
23. **Governing Law; Consent to Jurisdiction and Venue.** These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of Texas without giving consideration to principles of conflict of law. Customer and Company:
- (a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of Texas;
  - (b) agree that any action relating to the services performed by Company, shall only be brought in said courts;
  - (c) consent to the exercise of in personam jurisdiction by said courts over it, and
  - (d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.
- ©Approved by the National Customs Brokers and Forwarders Association of America, Inc.  
(Revised 4/16/2020)

## II. CONCEPTUM LOGISTICS WAREHOUSING SOLUTIONS (USA), LLC – ADDITIONAL TERMS & CONDITIONS

All services rendered by Company are provided pursuant to our standard terms and conditions of service and the NCBFAA terms and conditions of service. **These conditions have clauses that may limit Company's liability.**

24. Company shall have the sole discretion to select suppliers of any service required to be performed.
25. All quotations for services to be rendered to Customer shall be valid for 30 days from the date of issuance and are subject to all terms, conditions and qualifications herein set forth or in any applicable booking note or bill of lading, unless otherwise stated in writing by Company.
26. Invoices to be issued on the "Service Date". "**Service Date**" shall be understood as the moment (i) in general, once the partial service (e.g. pre-carriage, main freight, on-carriage, etc.) has been finally rendered with appropriate proof; as an exception, (ii) in the case of sea freight, upon loading on the vessel and (iii) for warehousing and storage services, at the beginning of each month concerning the upcoming month.
27. Standard payment terms are net cash, with balances due and payable in full upon receipt of invoice. Full payment to be in U. S. DOLLARS, unless expressly agreed otherwise. Accounts with a balance due after 15-days will be considered delinquent.
28. Interest will accrue on all unpaid balances at 2% per month (24% per annum or 0.067% per day) until fully paid. Delinquent accounts will be subject to collection efforts, which may include engagement of collection agencies and/or attorneys to protect and enforce Company's rights. Customer shall pay or reimburse all costs of collection, including reasonable attorney's fees, court and litigation costs and interest, without prejudice to other amounts due under applicable law.
29. Company reserves the right to suspend or withhold any services, cargo release, delivery, or issuance of documentation – including but not limited to Bills of Lading, arrival notices, freight invoices, or customs documentation – if any invoice issued by Company is overdue. Company may exercise this right without liability for delay, storage, demurrage, detention, or any resulting costs, which shall remain the responsibility of the Customer. Such suspension or withholding shall remain in effect until all outstanding amounts, together with any applicable interest, collection fees, and costs, are paid in full.
30. Company shall be afforded priority lien rights against the cargo and the contract of Customer during and following transportation by Company or its designee, as means of securing payment of amounts due. Customer shall assign to Company its contract proceeds and rights of lien pending full payment and shall indemnify and hold Company harmless for all claims which may arise from retention and/or peaceable repossession of traceable cargo resulting from nonpayment.

31. All payments shall be made to Company at its office in Spring, TX, where the parties' agreement shall be deemed to have been made.
32. Texas law shall govern interpretation and enforcement of contractual rights and responsibilities. In event of dispute, the parties agree to attempt alternative dispute resolution. If an alternative dispute resolution is not successful then Customer submits to the jurisdiction and forum of the appropriate state or county courts of Montgomery County, TX.
33. In the event that mandatory charges, fees, custom duties, taxes, tariffs or surcharges are imposed by any federal, state, or local governmental entity, or by any port or harbor authority, such mandatory charges, fees, or surcharges are for Customer's account. The corresponding amounts may be invoiced as per outlay upon occurrence, payable immediately.
34. Subject to availability of equipment, vessel space and tonnage in position at the date of shipment.
35. Subject to unchanged transport conditions. If transportation conditions change from time quote is given then all additional costs will be for Customer's account.
36. Unless expressly agreed otherwise, our prices are based on normal transport and route conditions, the possibility of immediate onward dispatch and unchanged technical specifications and procedural instructions, unless the changes were foreseeable for us taking into account the circumstances at the time of conclusion of the contract. All additional costs resulting from unforeseeable changes shall be borne by the principal.
37. All quotes are contingent upon the cost at estimated time of shipment. If, after the conclusion of the contract, the market prices for the services of our own subcontractors have changed significantly (e.g., but not limited to, due to an increase in freight- or charter rates for sea carriage, and/or due to an additional or modified surcharge for any transport, such as an additional or modified fuel surcharge, peak season surcharge or congestion surcharge, etc.) and/or if the fuel costs to be borne by us under the subcontracts as customary in the market have changed significantly, we shall be entitled to demand a corresponding adjustment of the contract price.
38. Surcharges shall be invoiced as valid at the time of the transport /service/shipment ("v.a.t.o.s.") against proof. This applies, for example, to additional and/or modified sea freight surcharges (for example including, but not limited to, peak season surcharge, congestion surcharge, fuel surcharges (taking into account, amongst others, the so-called „BAF“ – Bunker Adjustment Factor) etc.) or short-term rate increases due to market conditions.
39. Potential possible charges for laydays and waiting times will be charged as stated in the quotation provided to Customer. Detention shall also be paid by the Customer at the same rate and day by day for any delay in waiting for berth at or off the port, including time lost due to swell or tide.
40. Special lifting devices, which are not on board the vessel, but which are necessary for the safe loading and discharging operation, must be provided by the Customer (e.g. spreader, beams etc., but not limited to). Such equipment must be certified by Lloyd's Register or equivalent.
41. Company assumes free access to all loading and discharging points.
42. Customer to provide all loading / offloading equipment.
43. Customer confirms that all wooden material is compliant with the ISM 15 regulations.
44. Customer is obliged to inform Company when placing the order or accepting any quotation if the goods' value exceeds the legal liability amounts according to Company's terms and conditions, in order to arrange appropriate insurance cover, if requested.
45. Company assumes that the cargo is stackable and over-stowable unless Customer advises Company to the contrary, in writing prior to the commencement of any voyage or overland transport.
46. General cargo for conventional shipments must be forkliftable, if not advised differently before.
47. Customer confirms that all cargo is suitable for one-hook operation, within outreach of vessel's gear.
48. Customer confirms and warrants that cargo is suitably packed for sea transportation (seaworthy) in compliance with valid rules and regulations.
49. For truck transportations Customer confirms that all access routes and working places for the respective equipment have to be free from any obstacles with adequate ground stability for all roads, bridges and areas to be used. Any crop damage will be for Customer' account. Door delivery basis is free on truck, not offloaded. Any additional costs associated with any road access, route issues, road stability or other truck/overland transportation issues shall be for Customers account.
50. Subject to permit approval and / or rail clearance.
51. No hazardous material, nor cargo containing hazardous material as defined by the US DOT or other laws and regulations will be accepted for shipment. Customer will assume full responsibility for and defend and indemnify Company for any and all costs, damages and expenses arising from the transportation of any hazardous material as requested by Customer.

52. This proposal does not meet “Frost Law” equipment axle loading requirements.
53. Cargo is self-supporting
54. Customer warrants that the cargo dimensions are inclusive of saddles where present and suitable for the intended transport.
55. Quoted price includes all permits, pilot car escorts, equipment and labor reasonably determined to be required, based on weights and dimensions as supplied by the Customer at the time of the quotation. Customer’s failure to provide accurate regarding cargo dimensions and weighs can affect final pricing and Company’s ability to obtain permits. Any cost increase or permitting delay resulting from inaccurate cargo details provided by Customer shall be for Customer’s account.
56. Unless specifically indicated in Company’s Scope of Work document, costs for police escorts, utility assistance such as Telephone, Cable, Power Company, and DOT/Municipal Signal Shops are not included. If required, these services will be invoiced to Customer as additional, at cost plus 15%.
57. Final pricing and performance are based upon approvals from all State and / or Local Governmental agencies along the route. Any route alterations or improvements required for safe transport of freight / equipment shall be the responsibility of the Customer.
58. For movement of loads, considered as “super-loads” by the individual states, a state-mandated bridge evaluation will have to be conducted. This process can take 4 to 8 weeks for completion. This evaluation is charged on a per-bridge basis, which makes it impossible to provide a precise permit cost in advance. Upon issue of the permit, or denial of the application, the actual cost will be known and your pricing will be adjusted accordingly. This evaluation by the state will not commence without a written Purchase Order or Contract specifying Company as the service provider awarded this transportation project. All permit application costs and bridge evaluation fees are invoiced to Company, and re-billed to you the customer at cost plus 15%. These costs are billed regardless as to whether or not the permit application is actually approved.
59. All services rendered are provided pursuant with our standard terms and conditions of service and terms and conditions of the NCBFAA. If additional insurance is required, the cost for such will be quoted separately upon request. Any insurance-related amounts may be invoiced any time upon agreement of the corresponding amounts, payable immediately upon receipt of the corresponding invoice. Company assumes no liability for cargo in excess of insured amount.
60. Unless otherwise indicated in our Scope of Work document, this estimate provides for two (2) hours free time for loading and two (2) hours free time for unloading. Detention charges will accrue after this free time has expired and will be invoiced as additional costs for Customers account.
61. Based on picking-up from, and delivering-to the nearest point(s) of accessibility.
62. In-Plant clearances with sufficient soil compaction will be the responsibility of the Customer. Inadvertent damage to the surrounding property at origin or destination due to the activities of the transportation equipment is the risk of the Customer, which shall indemnify and hold Company harmless for same regardless of whether or not Company or its designated representatives or contractors were negligent in causing any such damage. Relocation or renovation of obstacles at origin or destination, including but not limited to curbing, railroad tracks, fencing, etc., will be at the expense of the Customer.
63. Cargo must be loaded at the most advantageous transport position, to be determined by Company or Company’s designated agents.
64. Interpretation of Customer’s blueprints is the responsibility of the Customer’s personnel if loading is critical to permit travel. Company will not be responsible for the structural or cosmetic condition of the cargo. It is the Customer’s responsibility to ensure the cargo is able to withstand the stresses of transport, including lashing and securement, or to apprise Company in writing in advance, including technical drawings, of any special requirements in lifting, handling, blocking, securing, or covering of cargo.
65. Company shall not be responsible for any damages to cargo or other property caused by inadequate or improper lashing, lifting, handling, blocking or securing points or inadequate material or cargo securing procedures.
66. Unless otherwise specified in our Scope of Work, loading and unloading of cargo will not be the responsibility of the Company. Amongst others, Customer will be responsible for safe assembly or disassembly of Company carriers hauling equipment both at origin and at destination points.
67. Unless otherwise specified, charges relating to dockage, wharfage and other terminal charges will be the responsibility of the Customer. Company pricing does not provide for direct discharge ship-to-truck, or F.A.S. truck-to-ship, unless otherwise specified.
68. Tarping of load is not included in this proposal unless otherwise noted.
69. Shipping cradles, blocking, and cribbing of sufficient stability, and integrity will be Customer’s responsibility unless otherwise specified.

70. Modifications to transport equipment, whether in advance or during transit, due to special handling requirements or unusual shape of cargo will be at Customer's expense.
71. Pricing does not include any applicable sales or use taxes. Any taxes due shall be the responsibility of the Customer. Failure to produce a valid tax exemption certificate upon request shall result in the amounts due being applied to the final invoice.
72. Activities related to this movement will begin upon receipt of Customer's written purchase order.
73. Customer acknowledges and fully understands that coordination of equipment and permits for "superloads" can require several weeks, or more.
74. Customer shall hold Company harmless for shipping delays due to weather, acts of God, force majeure, or general delays due to the nature of the cargo during transport, but not limited to. Additional expenses incurred by Company, including but not limited to escort costs and expired permits, shall be paid by Customer at cost plus 15%. These terms and conditions specific reference NCBFAA Force Majeure Clause 2020 which is set forth herein as if copied verbatim.
75. Unless otherwise contracted in writing, no part of this quote or subsequent agreement implies or explicitly commits to a specific delivery date and / or time. An estimated delivery date may be anticipated and provided, but in the event of a delay, Company will not be responsible or penalized for associated costs, including but not limited to labor, equipment, crane(s), rigging, ship demurrage, etc. Company is not liable for any consequential damages, lost profits or liquidated damages to Customer.
76. Neither Party may assign or transfer any of its rights under this Contract without the prior written consent of the other Party. As an exception, the Company is entitled to assign receivables, also without the Customer's consent; assignment of receivables to be notified to the Customer via the inclusion of a "notice of assignment" in the corresponding invoice. For the avoidance of any doubt, the Parties confirm that this clause shall not in any way affect the right of Sender's or Carrier's insurers to direct recourse-actions against the Carrier or the Sender.

### **III. RAIL TRANSPORTATION – ADDITIONAL TERMS & CONDITIONS**

The following terms and conditions apply with respect to rail transportation. Please note that these Rail General Terms & Conditions are in addition to all the General Terms & Conditions (included in sections I and II above) which also apply to all rail transportation.

1. Rail Rates are valid for 30 days.
2. Proposal amounts are based on loading by others and destination unloading by others, unless otherwise stated.
3. Handling Lift Plans will be needed from the customer to safely handle the cargo from rail to truck at unloading site/nearest rail spur two weeks prior to project start date.
4. Any special rigging needed to crane lift the cargo is not included in this proposal. Customer will be responsible for this cost as it is not part of our proposal lumpsum.
5. For rail transportation, unloading of the cargo at final destination will be the responsibilities of others. Customer will be responsible for this cost as it is not part of our proposal lumpsum cost.
6. Proposal amount is based on being awarded the complete cargo quantities and scope of work.
7. Lashing materials like wire rope, wire rope clips, d-rings and turnbuckles is not included on this proposal. This will be an additional cost and will be billed back to the customer at cost plus 15%.
8. Proposal amount based on dimensions and weights provided by the customer, any deviations to them before or after loading the cargo on the railcars will require a price adjustment.
9. Proposal rates are based on eight hours per man each day, Monday through Friday. Any hours worked past eight hours a day, Saturday and Sunday and US Holidays will be billed back to the customer at \$65.00 per man hour.
10. Lump sum does not include any standby time. Standby time will be billed at \$65.00 USD per man and per man hour. Standby time constitutes, but not limited to, waiting for railcars to be moved into position, any port delays such as crane delays, marine vessel delays and union strikes.
11. Company will order cars to origin and destination.
12. Class 1 RR is responsible for placement of idler cars to load or empty cars.
13. Class 1 RR and stevedores responsible for spotting railcars correctly for loading.
14. The use of any Team Tracks will need to be amended at a minimum three weeks in advance of the project start date. Customer is responsible for all cost in using railroad property and private property. Company will make all arrangements to use properties at destination nearest rail spur site on either private property that's a rail served industry or Class 1 RR property.

15. Industry name is unknown at this time and the destination offloading site that will be used to unload the units from rail to truck.
16. Company will not be responsible for property damage charges and cost for not returning work area to its original condition. Customer responsible for these cost and any added scope of work.
17. Special switching fees by the railroads are not included in this proposal.
18. Special train rates are not included in this proposal.
19. Steel or concrete ballast is not included in this proposal.
20. Railcar deck cleaning will be billed at a minimum of \$650.00 per car but not more than \$2,500.00 per car.
21. Rail securement of cargo will be performed by Company personnel or subcontractors. If securement is performed by others, Company will not be held liable for any failed securement during final inspection and any damages to private or public infrastructure during transit.
22. Cargo must have marked CG on all four sides and must have sufficient lashing points and adequate areas on all four sides to safely secure cargo being transported by rail and OTR.
23. Cargo CG will be loaded on CL of car.
24. All proposed nearest rail spur sites are subject to Class 1 approval.
25. We will require a minimum of eight weeks in advance to submit clearances and request cars from private car owners or Class 1 RR car owners.
26. Private and Class 1 RR owned cars are subject to availability.
27. Car type and series is subject to Class 1 Railroad final approval.
28. Shipment of cargo by rail is subject to approval by the Class 1 Railroad.
29. Cargo securement rates are only good for listed origin.
30. When private heavy-duty flatcar equipment is used, a daily demurrage rate will apply at both origin and destination.

Demurrage charge/additional cost will be per car, per day at origin and destination starting at midnight 12:01 AM. One free day at origin for loading and one free day at unloading site destination is granted.

Additional demurrage cost will be per car, per day as per car series used.

The minimum demurrage charge on load cars per car, per day are as follows:

Days 1 & 2 = \$50.00

Days 3 & 4 = \$100.00

Days 5 & 6 = \$150.00

Days 6 & Over = \$200.00

Car cancellation: \$500.00

Load Car Usage Fee For 30 Days Only: \$1,500.00

These additional charges will be billed back to the customer at cost plus 15%.

31. Idler car fees are not included on this proposal. Class 1 RR idler car fee will vary from Class 1 RR and Shortline Railroad, these cost will be outlined on the proposal accordingly.
32. Quantity of idler cars per load car will be determined by the Class 1 RR in Canada and US.
33. Fuel Surcharge (FSC) fee applicable at the time of loading the cargo and idler cars being used. These costs are not included on the proposal but will require to be paid in full prior to loading of cargo at origin.
34. Limited liability of \$25,000.00 per car.
35. Additional shortline fees may apply at any origin and destination. Customer will be responsible for these cost and must be paid in full prior to loading at origin and unloading at destination.
36. Proposal amounts do not include bolstered loads, schnabel cars, shipments wider than 13'-2", Cargo with a CCOG (Combined Center of Gravity) of 106" or greater. Shipments which the dimensions are specified by the Class 1 RR clearance department as requiring special handling at a speed less than 45 MPH (special train).
37. Rail rates on this proposal do not apply to shipments weighing over 500,000 pounds.
38. Rail rates are subject to site visits of Nearest Rail Spur (NRS), Over the Road Route Survey and substation.
39. Proposal amount are subject to engineering services and calculations with respects to improving ground conditions at nearest rail spur (NRS).
40. Proposal amount is based on the NRS, OTR route and substation having free and clear passage. If conditions are found to be inadequate, proposal amount will change to reflect additional cost, this additional cost will be billed at cost plus 15%.

41. Customer, its agents and clients agree to indemnify and hold harmless Company and its owners, employees and agents from any liquidated damages associated with this project due to any delays.
42. We will require a minimum of eight weeks in advance to secure railcars.
43. Proposal amount is based on marine vessel performing a direct discharge to final place of rest on car deck. If this type of discharge is changed, then additional cost will apply.
44. Rail transportation subject to fuel surcharge at the time of project start date.
45. Origin, destination, nearest rail spur site, In-Plant clearances with sufficient compaction will be the responsibility of the customer. Involuntary damage to the surrounding property at origin, destination and nearest rail spur site due to the use or non-use of the transportation equipment is the risk of the customer. The customer shall indemnify and hold Company harmless for same, to the fullest extent of the terms of defense, indemnification, and hold harmless. Relocation or renovation of obstacles at origin or destination, including but not limited to curbing, railroad tracks, fencing, etc., will be at the expense of the Customer.
46. Rail rates is based on contract awarded for transport of all cargo listed on customers packing list/inquiry. Changes in size, weight, quantity will require price adjustment.
47. It is the customer's responsibility to ensure the cargo is able to withstand the stresses of transportation by rail, over the road or barge, including lashing and securement, or to advise Company in writing in advance, and include technical drawings, of any special requirements in lifting, handling, blocking, securement, or covering of cargo. Company will not be responsible for the structural or cosmetic condition of the cargo unless otherwise specified in our Scope of Work or Proposal, loading and unloading of cargo will be the responsibility of others.
48. Shipping cradles, blocking, and cribbing of sufficient stability, and integrity will be the responsibility of others unless otherwise specified.
49. Activities related to this movement may begin upon receipt of the signed Proposal with Terms and Conditions document received from the customer or their authorized agent or other person or entity representing its company to Company that they have authority to act on behalf of or bind or speak for the customer.
50. All additional cost not included on our proposal will be paid by the customer by wire transfer and due date will be upon receipt.
51. Customer, its agents and clients agree to indemnify and hold harmless Company (and its owners, employees and agents from any liquidated damages associated with this project due to any delays. We will not be responsible for delays or any costs due to mechanical breakdown regulatory limitations traffic detours or acts of God.

**Conceptum Logistics Warehousing Solutions (USA), LLC**

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Status: 30 March 2026




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**Marc Hapanionek**  
Co-Chief Executive Officer (Co-CEO)




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**Bart Bevacqua**  
Co-Chief Executive Officer (Co-CEO)




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**Silke Pettkus**  
Chief Financial Officer (CFO)




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**Alexis Mitchell**  
Chief Administrative Officer (CAO)



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**Rodrigo Chittoni**

Chief Commercial Officer (CCO)