

TRANSPORTATION SERVICES TERMS AND CONDITIONS – October 2025

1. NON-NEGOTIABLE TERMS. Unless superseded by an agreement signed by A&I Trucking and Delivery Inc. or its affiliate ("CAL HONO") and the shipper, consignor, consignee, or any other entity claiming an interest in goods for which CAL HONO provides transportation services or otherwise arranges with CAL HONO to provide transportation services (including any property broker) ("CUSTOMER"), the terms and conditions in this Agreement, as amended by CAL HONO from time to time in its discretion, shall govern the transportation services provided or arranged by CAL HONO in the United States. No agent or employee of CAL HONO other than an officer of CAL HONO is authorized to waive or modify these terms.

2. TERM AND TERMINATION. This Agreement shall remain in full force and effect so long as CAL HONO is providing or arranging the transportation services contemplated herein to CUSTOMER. The terms and conditions in effect as of the date CAL HONO agrees to render services with respect to a specific consignment will govern all services rendered with respect to such consignment. Nothing in this Agreement requires CUSTOMER to tender any minimum volume to CAL HONO, or for CAL HONO to accept any minimum quantity of cargo from CUSTOMER. CAL HONO is free to accept or reject any service request or tender in its sole discretion.

3. CAL HONO'S SERVICES. CAL HONO will provide transportation services with reasonable dispatch. CAL HONO is not responsible for compliance with any specific shipping schedule or appointment times. CAL HONO shall be an independent contractor of CUSTOMER.

4. CUSTOMER'S RESPONSIBILITIES AND REPRESENTATIONS AND WARRANTIES. CUSTOMER shall comply with all applicable federal, state and local laws, rules or ordinances. CUSTOMER must ensure that the goods are packed, packaged, and labeled in a manner that preserves the goods' integrity and protects the goods from contamination or damage during transport.

CUSTOMER must inform CAL HONO in writing prior to shipment, for any goods that (i) require special storage and handling, (ii) are dangerous or hazardous, (iii) are perishable, temperature controlled, keep from freezing, chilled or frozen (including the required temperature ranges), (iv) are live animals, (v) are art objects, bank bills, coins, currency, drafts, notes, valuable papers, precious metals, precious stones, antiques or any other rare, old, precious or semi-precious articles of extraordinary value in excess of \$100 per pound, (vi) are commodities, transportation of which is subject to commodity specific permitting requirements, or (vii) are restricted commodities, including but not limited to, tobacco products, hemp, vaping products, pharmaceuticals, or controlled substances. CAL HONO is not required to accept tender or transport of any of the foregoing unless it specifically

accepts in writing prior to shipment. For avoidance of doubt, CAL HONO reserves the right to refuse tender or transport of any or all of the foregoing goods.

CUSTOMER warrants the accuracy and completeness of all information, instructions and description relating to the goods, including the nature, description, special characteristics, marks, number, weight, volume and quantity, etc., all of which CAL HONO shall rely on to handle and transport the goods.

5. PAYMENT AND CHARGES. CUSTOMER agrees to pay the rates and charges set forth in a load confirmation provided to CUSTOMER, or in a rate schedule agreed to by and between CAL HONO and CUSTOMER, or otherwise as agreed to in writing by and between CAL HONO and CUSTOMER. CUSTOMER agrees to pay CAL HONO in full and without deduction or offset within fifteen (15) days of receiving the invoice. CUSTOMER will pay a late fee equal to one and a half percent (1.50%) of any late payment and interest shall accrue on the amount payable at the rate of eighteen percent (18%) per annum (or at the maximum interest rate allowable by law, whichever is less) from the delinquent date until paid in full. CUSTOMER shall also be liable for any expenses, including attorney fees, CAL HONO incurs in collecting its rates and charges. A claim by CUSTOMER for loss, damage, delay, or shortage of goods, does not relieve the CUSTOMER of its obligation to pay all charges on a timely basis.

CAL HONO shall have a lien on all goods in its possession, or in its contractors' or agents' possession, to secure payment for any amount owed by CUSTOMER for services rendered.

6. ACCESSORIAL CHARGES AND FUEL SURCHARGE. CAL HONO reserves the right to impose, and CUSTOMER agrees to pay reasonable accessorial charges including charges for detention, loading and unloading, multiple stop offs, equipment ordered and not used, etc. In addition, CUSTOMER shall be responsible for payment of a fuel surcharge in accordance with CAL HONO's then applicable fuel surcharge.

7. LIMITATIONS OF LIABILITY. CAL HONO shall not be liable for any loss, damage, delay, shortage, misdelivery, failure to deliver or other result caused by any force majeure event (defined in Section 14); negligent or intentional act or omission of CUSTOMER, its agents or representatives; wastage in bulk or weight or arising from the nature of the goods; inherent vice; improper and/or insufficient packing, securing, packaging, marking or addressing; latent defect not discoverable by due diligence; compliance with instructions from CUSTOMER; goods loaded by CUSTOMER into sealed containers or other packages, if the seal or package remains unbroken and not physically damaged; errors in operation or navigation of a vehicle, vessel or other conveyance; or any other cause or event arising without actual fault of CAL HONO. In no event will a broken, missing, or unreadable trailer seal result in any presumption that goods have been adulterated, contaminated, or otherwise rendered unfit for their intended purpose. In no event will CAL HONO be liable for

any chargebacks, penalties or other assessments related to missed or late pick-up or deliveries.

In no event will CAL HONO be liable for, and CUSTOMER shall defend, indemnify, and hold CAL HONO and its employees and agents harmless from, and will pay and reimburse, any charges imposed by third parties with respect to use of equipment in which cargo tendered by, to or on behalf of CUSTOMER is or has been laden, or for charges assessed with respect to storage or handling of any such equipment, including, but not limited to, charges assessed by steamship lines, rail carriers, rail terminal operators, marine terminal operators or port authorities. Without limiting the generality of the foregoing, in no event will CAL HONO be liable for such charges arising from or related to port congestion, lack of equipment availability, labor shortages, or other situations impacting port or intermodal transportation operations.

Liability for loss, damage, destruction, shortage, and shipment delay of goods. In no event shall Cal Hono's liability for loss, damage, destruction, shortage, and shipment delay of goods, including any goods commingled or intermingled with such cargo, shall not exceed: \$0.50 per pound. The remedies set forth in this section shall be the customer's sole and exclusive remedy and CAL HONO's entire liability for loss, damage, destruction, shortage, and shipment delay of goods.

Any sums recovered from third parties for Customer's claims of liability for loss, damage, destruction, shortage, and shipment delay of goods will be used to offset CAL HONO's liability.

If CUSTOMER wishes to declare a higher value of liability with respect to any load subject to this Agreement, CUSTOMER must make such request to CAL HONO in writing at least seventy-two (72) hours prior to the scheduled pick-up. CUSTOMER acknowledges that such declaration may result in higher rates and charges. If CAL HONO responds in writing that it has accepted such request, CAL HONO's liability for loss, damage, destruction, shortage, and shipment delay of goods, including any goods commingled or intermingled with such cargo, shall not exceed: (i) the cost to repair or replace the goods, or (ii) the amount declared by customer, whichever is less, unless otherwise agreed upon in writing.

CAL HONO's sole liability for delay in providing services shall be if the delay constitutes failure to arrange transportation with reasonable dispatch and results in actual loss or damage to cargo.

Liability in the aggregate. In no event shall CAL HONO's aggregate liability under this agreement, including, but not limited to, the liability for loss, damage, destruction, shortage, and shipment delay of goods exceed: (i) the total of the amounts paid and/or payable to CAL HONO for the services rendered hereunder in the past 6 months, or (ii) \$10,000, whichever is less, unless otherwise agreed upon in writing. The remedies set forth in this

section shall be the customer's sole and exclusive remedy and CAL HONO's entire aggregate liability under this agreement.

In no event shall either party or its representatives be liable for indirect, incidental, consequential, special, exemplary, punitive, or enhanced damages, including but not limited to, loss of market or profits or diminution in value, arising out of or relating to any breach of this agreement regardless of: (i) whether or not the damages were foreseeable, (ii) whether or not customer was advised of the possibility of the damages and (iii) the legal or equitable theory (contract, tort (including negligence), strict liability, or otherwise) on which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

The parties waive rights and remedies set forth in Part B of Subtitle IV to Title 49 of the U.S. Code to the extent any such rights or remedies conflict with the provisions herein.

8. CAL HONO INSURANCE. CAL HONO shall procure and maintain all insurance coverage required of it under applicable law.

9. CARGO LOSS, DAMAGE, OR SHORTAGE. Except as otherwise stated in this Agreement, CAL HONO's sole liability for loss, damage, shortage or delay with respect to any cargo shall be as a "carrier" pursuant to the Carmack Amendment as currently codified at 49 U.S.C. § 14706 and as amended from time to time, subject to the limitations of liabilities set forth herein.

10. RAIL TRANSPORTATION. Notwithstanding anything in this Agreement to the contrary, in the event any portion of the underlying transportation is performed by a rail carrier ("Rail Carrier"), CUSTOMER acknowledges and agrees that the Rail Carrier services, including, but not limited to, charges, liability (including limitations) for loss or damage to cargo, and terms and conditions of services are governed by tariffs, circulars or similar documents maintained by the Rail Carrier or other third party logistics provider arranging such Rail Carrier services (the "Rail Conditions"). CUSTOMER acknowledges and agrees that CUSTOMER, and not CAL HONO, shall be deemed as a shipper or beneficial cargo owner for purposes of application of the Rail Conditions.

11. SUBCONTRACTING. To meet CUSTOMER's transportation needs, CAL HONO may arrange for third parties to provide or arrange transportation of cargo. When CAL HONO arranges with a third party to provide or arrange services hereunder, CAL HONO shall be deemed to be acting as a property broker and not a for-hire motor carrier. CAL HONO will not be responsible for the acts or omissions of any third party.

12. CLAIM FILING. Claims for cargo loss, damage, shortage or delay must be filed with CAL HONO no later than thirty (30) calendar days from the date of delivery or, if not delivered, the date the cargo should have been delivered.

All cargo claims with any salvage arising shall be submitted to CAL HONO and handled and processed in accordance with 49 CFR Part 370.

Claims will not be honored unless the shortage or damages are specifically noted on the delivery receipt at the time of delivery. CAL HONO will investigate the cargo claim by examining relevant documents, the damaged product, if available, and any other evidence deemed relevant as determined by CAL HONO in its sole discretion. As soon as reasonably practicable, CAL HONO will provide CUSTOMER with a written report of its investigation results. Any lawsuit arising from or related to any such claim must be commenced within six (6) months from delivery of cargo, the date which the cargo should have been delivered, or the date on which CAL HONO disallowed the claim or a pertinent part of the claim, whichever is later. CAL HONO will use good faith efforts to resolve all cargo claims to CUSTOMER's reasonable satisfaction, but CUSTOMER understands that CAL HONO is not an insurer of cargo claims and does not guarantee that any cargo claim will be settled to CUSTOMER's satisfaction, in whole or in part.

13. SHIPPING DOCUMENTS. Unless otherwise agreed to in writing, all shipments tendered by CUSTOMER shall be accepted on a bill of lading. The bill of lading shall act as a receipt for cargo only and the terms and conditions thereon, if any, will not apply to services provided thereunder. The services thereunder shall be governed in accordance with this Agreement.

14. FORCE MAJEURE. CAL HONO shall not be liable for failure or delay in the performance of obligations hereunder if performance by CAL HONO is affected or prohibited by any cause beyond CAL HONO's reasonable control, including without limitation, fire, flood, earthquake, exposure, epidemic, pandemic, sabotage, labor strife, civil unrest, riot, war, invasion, hostilities, embargoes or blockades, weather conditions, acts of the public enemy, acts of God, acts of terrorism, local or national disruptions to transportation networks or operations, material equipment repairs, fuel shortages, governmental regulations, or governmental requests as requisition for national defense, or requests of governmental officials and any events beyond the control of CAL HONO.

15. INDEMNITY. CUSTOMER shall defend, indemnify, and hold CAL HONO and its employees and agents harmless from and against all claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses (including, without limitation, reasonable legal fees) caused by and resulting from (i) the negligence or intentional misconduct of CUSTOMER with the performance of its obligations under this Agreement, (ii) its violation of applicable laws or regulations, (iii) its compliance with or reliance on information or instructions provided by or on behalf of CUSTOMER, (iv) any claims seeking to impose liability on CAL HONO with respect to cargo loss, damage, destruction or delay, (v) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or intentional acts or omissions of CUSTOMER, or (vi) breach of any term, condition, representation, warranty, or covenant by CUSTOMER.

16. GOVERNING LAW AND JURISDICTION. This Agreement and any rights, remedies, or obligations shall be governed by and construed in accordance with the laws of the state of California without regard to the conflict's provisions. Any disputes arising under this Agreement will be subject to the exclusive jurisdiction of the state and federal courts in Los Angeles County, state of California.

17. CONFLICTING TERMS AND CONDITIONS. It is the parties' intent that this Agreement shall exclusively control the relationship of the parties, and in the event of any inconsistency between any other documents and this Agreement, this Agreement shall control.

18. ASSIGNMENT. CUSTOMER may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of CAL HONO. Any purported assignment or delegation in violation of this section is null and void. No assignment or delegation relieves the assigning or delegating party of any of its obligations under this Agreement.

19. SUCCESSORS AND ASSIGNS. This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns.

20. NO THIRD-PARTY BENEFICIARIES. This Agreement benefits solely the parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any value whatsoever under or by reason of this Agreement.

21. SEVERABILITY. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement of invalidate or render unenforceable such term or provision in any other jurisdiction.