



CUSTOMER TERMS AND CONDITIONS

Sunset Transportation, LLC. ("Sunset") is a licensed property broker under FMCSA docket number MC211084 and DOT number 2214238. Sunset is also a licensed ocean transportation intermediary under FMC license number 020100. Sunset provides a variety of domestic and international transportation [coordination/management] services and solutions to customers (the "Services").

Customers, including but not limited to shippers, consignees, brokers, and freight forwarders ("Customer(s)"), acknowledge and agree that Sunset owns no trucks or other equipment, does not act as a carrier, and operates solely as a third party intermediary. In providing the Services, Sunset engages a variety of independent contractor service providers, including but not limited to motor carriers, warehouses, customs brokers, and other intermediaries (collectively "Carriers").

These Terms and Conditions shall govern all Services provided by Sunset to any Customer, unless Sunset and Customer have entered into a separate written agreement for such Services.

1. Sunset makes no guarantees or warranty of timeliness with respect to the Services, except that of reasonable dispatch.
2. If Sunset extends credit to Customer for Services, Customer shall pay all Sunset invoices for such Services within 30 days of the date of invoice. Customer shall pay finance charges of 1.5% per month for any delinquent invoices. In the event any suit or action is instituted to collect any amount due, customer agrees to pay, in addition to the amount owed, all costs and expenses incurred by Sunset, including reasonable attorneys' fees.
3. If Customer disputes all or a portion of any invoice, Customer shall provide details in writing sufficient for Sunset to review and determine the reasonableness of the dispute within ___ days of receipt of such invoice. If Customer does not provide such details in writing within that time period, the invoice in question shall be deemed accepted by Customer. If Sunset agrees to a reduction on any invoice and passes the reduction on to the Carrier, Customer shall fully cooperate with any requests by Sunset to prove the reasonableness and appropriateness of the reduction. In its sole discretion Sunset may deny any fine, penalty, claim, or other request for reduction or reimbursement in any amount less than \$150.00.
4. Customer shall at all times fully disclose in writing any pertinent information regarding cargo to be shipped, including but not limited to the kind and quantity of any hazardous materials, whether the

cargo includes human or animal food products subject to federal regulations for the sanitary transportation of food, and any other information necessary for Sunset to ensure that s Carriers fully comply with all applicable laws and safety requirements (“Cargo Disclosures”). Cargo Disclosures may include any necessary information related to the payment of taxes, tariffs, fees, or other costs associated with cross-border or international shipments. **CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD SUNSET HARMLESS FROM AND AGAINST ANY CLAIMS, ACTIONS OR DAMAGES ARISING OUT OF PROPERTY DAMAGE, PERSONAL INJURY, ENVIRONMENTAL CLEANUP, GOVERNMENT FINES, FEES, OR PENALTIES, OR ANY ACTION AT LAW RESULTING FROM OR RELATING TO CUSTOMER’S FAILURE TO TIMELY AND ACCURATELY COMMUNICATE SUCH CARGO DISCLOSURES IN WRITING.**

5. Sunset assumes no liability for cargo loss, damage, or delay. Sunset requires the domestic motor carriers it hires to have cargo insurance in the amount of \$100,000.00, with certain exceptions for lightweight vehicles or extremely low value cargo. If Customer requests Services with respect to any shipment with cargo valued in excess of \$100,000.00, Customer will provide its own insurance to cover all loss, damage, or delay before, during, and after Carrier’s possession of the cargo. Customer may request a quote from Sunset for a shipper’s interest policy on the cargo. Sunset may then secure a policy underwritten by an insurance company to protect Customer’s interest in the cargo. Customer shall be responsible for all costs of the policy and any applicable deductible.

6. **NOTWITHSTANDING ANYTHING IN THESE CUSTOMER TERMS AND CONDITIONS OR ANY OTHER CORRESPONDENCE OR DOCUMENTATION BETWEEN SUNSET AND CUSTOMER, IN NO EVENT SHALL SUNSET BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PRODUCTION, LOSS OF INCOME OR LOST PROFITS, EVEN IF SUNSET WAS GIVEN PRIOR NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SUNSET SHALL NOT BE LIABLE TO CUSTOMER FOR ANY DIRECT DAMAGES, COSTS OR LIABILITIES, THE AGGREGATE AMOUNT OF WHICH IS IN EXCESS OF THE INSURANCE POLICIES MAINTAINED BY CARRIERS AS DESCRIBED IN THESE CUSTOMER TERMS AND CONDITIONS.**

7. If the Services include engaging a Less-Than-Truckload (“LTL”) carrier, Customer understands LTL carriers have unique tariff provisions that may significantly limit their maximum liability for any loss or damage. Customer assumes the full risk of financial loss in excess of an LTL carrier’s tariff. If the Services include managing transportation by rail, air, ocean, or other mode, Customer understands Carrier liability for cargo loss, damage, or delay may be governed by a variety of norms, tariffs, rules, regulations, or laws, both domestic and international. Such transportation services may not be subject to any requirement or expectation of \$100,000.00 in cargo insurance unless Customer has chosen to have Sunset purchase additional coverage on Customer’s behalf and agrees to be invoiced for that insurance accordingly. Sunset

makes no guarantee of recovery in any amount for any loss, damage, or delay. In all events Customer is encouraged to secure its own insurance for cargo loss, damage, or delay.

8. Customer expressly assumes full responsibility for any loss, damage, or delay to cargo transported within the country of Mexico, unless Customer has requested for insurance to be purchased on Customer's behalf and Customer agrees to be invoiced accordingly for this policy.

9. Sunset will, at Customer's request, include cargo claims management services in the Services. As part of this service Sunset will process, submit, and negotiate claims on Customer's behalf. Sunset makes no guarantee of recovery on any cargo claim and does not assume any liability for cargo claims solely because it offers to manage Customer's claims.

10. Customer may not charge Sunset for cargo claims by withholding payment, making partial payment or offsetting any amount due and owing to Sunset for Services.

11. Jurisdiction and venue for any dispute shall be arbitration, or in the alternative litigation in the state and federal courts of St. Louis County, Missouri. Any disputes or disagreements shall be governed by and enforced **accordance with the laws of the State of Missouri, without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply.**