



Terms and Conditions for Trucking Services

1. DEFINITIONS

- 1.1 **Carrier:** "The Armstrong Company Trucking Services" (referred to as "Carrier").
- 1.2 **Shipper:** Any person, entity, or company engaging the Carrier to transport goods.
- 1.3 **Broker:** Any person, entity, or company acting as an intermediary between the Carrier and the Shipper.
- 1.4 **Goods:** The freight or commodities to be transported by the Carrier.
- 1.5 **Parties:** The Shipper, Broker, and Carrier collectively.

2. NON-EXCLUSIVE CARRIER

- 2.1 **Non-Exclusivity:** The Carrier is engaged as a non-exclusive carrier and is free to provide transportation services to other shippers and brokers without any obligation to the Shipper or Broker.
- 2.2 **No Guaranteed Volumes:** There is no commitment by the Shipper or Broker to tender any specific amount of freight to the Carrier, nor is there a guarantee of availability of Carrier's services.

3. SERVICE COMMITMENT

- 3.1 **Standard of Care:** The Carrier agrees to transport goods with reasonable care and diligence in accordance with industry standards.
- 3.2 **Timeliness:** The Carrier shall make reasonable efforts to deliver the goods within the time frame agreed upon but shall not be liable for delays caused by unforeseen circumstances, including but not limited to weather conditions, road closures, or regulatory inspections.

4. LIABILITY FOR LOSS OR DAMAGE

- 4.1 **Carrier's Liability:** The Carrier shall be liable for loss or damage to the goods occurring while in transit, subject to the limitations and exclusions stated herein.
- 4.2 **Exclusions:** The Carrier shall not be liable for loss or damage caused by:
 - Acts of God, public enemies, or authorities.
 - Inherent defects, quality, or vice of the goods.
 - Acts or omissions of the Shipper, including improper packing.
- 4.3 **Limitation of Liability:** The Carrier's liability shall be limited to the actual value of the goods lost or damaged, not exceeding \$100,000 per shipment, unless a higher value is declared by the Shipper and agreed upon in writing prior to shipment.

5. INSURANCE

- 5.1 **Carrier Insurance:** The Carrier shall maintain cargo liability insurance with a minimum coverage of \$100,000 per occurrence.
- 5.2 **Shipper Insurance:** The Shipper is responsible for obtaining any additional insurance coverage required for the goods being transported.

6. PAYMENT TERMS

- 6.1 **Freight Charges:** The Shipper or Broker, as applicable, agrees to pay the Carrier the agreed freight charges within 30 days from the date of the invoice.

6.2 **Late Payments:** Late payments shall accrue interest at a rate of 1.5% per month until paid in full.

6.3 **Right to Withhold Goods:** The Carrier reserves the right to withhold delivery of goods if payment for previous shipments is overdue.

7. INDEMNIFICATION

7.1 **Shipper/Broker Indemnification:** The Shipper and Broker shall indemnify and hold the Carrier harmless from and against any and all claims, losses, damages, liabilities, and expenses arising out of or related to:

→ The transportation of hazardous materials.

→ Any breach of these terms and conditions by the Shipper or Broker.

7.2 **Carrier Indemnification:** The Carrier shall indemnify and hold the Shipper and Broker harmless from and against any and all claims, losses, damages, liabilities, and expenses arising out of or related to the Carrier's negligence or willful misconduct.

8. GOVERNING LAW AND JURISDICTION

8.1 **Governing Law:** These terms and conditions shall be governed by and construed in accordance with the laws of the State of Wisconsin.

8.2 **Jurisdiction:** Any disputes arising under these terms and conditions shall be resolved in the courts of Milwaukee County, Wisconsin.

9. CONFIDENTIALITY

9.1 **Confidential Information:** The Parties agree to maintain the confidentiality of all non-public information obtained from the other party in connection with these terms and conditions, except as required by law or regulation.

10. FORCE MAJEURE

10.1 **Force Majeure Events:** The Carrier shall not be liable for any failure to perform its obligations under these terms and conditions due to events beyond its reasonable control, including but not limited to natural disasters, acts of terrorism, or labor disputes.

11. TERMINATION

11.1 **Termination for Convenience:** Either party may terminate this agreement for convenience with 30 days' written notice to the other party.

11.2 **Termination for Cause:** Either party may terminate this agreement immediately upon written notice if the other party breaches any material term of this agreement.

12. MISCELLANEOUS

12.1 **Entire Agreement:** These terms and conditions constitute the entire agreement between the Parties and supersede all prior agreements or understandings, whether written or oral.

12.2 **Amendments:** No amendment to these terms and conditions shall be valid unless in writing and signed by authorized representatives of the Parties.

12.3 **Severability:** If any provision of these terms and conditions is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.