CARVER COMPANIES
STANDARD TERMS AND CONDITIONS
(HAULAGE, TRUCKING AND EQUIPMENT SERVICES)

Last Updated: November 12, 2026

IMPORTANT. These Terms are incorporated by reference into every quotation, rate sheet, work order, ticket, and invoice issued by a Carver service provider for haulage, trucking, equipment, and related services in the United States and Canada. They contain a binding arbitration provision, a class action waiver, a jury trial waiver, a disclaimer of warranties, limitations of liability, limits on Carver's liability for cargo, and time limits for claims. Please read them before ordering. Posting these Terms on the Carver Companies website constitutes notice of them to Customer.

1. Application; Formation; Incorporation by Reference

1.1 Application. These Standard Terms and Conditions (these "Terms") govern every haulage, trucking, drayage, hauling, equipment, operated equipment, site, snow and ice, and related service (the "Services") provided by Carver Companies International, Carver Materials LLC, Carver Maritime, LLC, Carver Construction, Inc., Carver Properties Ltd., Carver Materials Canada Ltd., and any other direct or indirect subsidiary or affiliate of Carver Companies International identified as the service provider on an Order Document (each, "Carver") to the person identified as the customer on that Order Document ("Customer"). These Terms do not govern the sale of aggregates, stone, or other goods, which is governed by the Carver Materials Standard Terms and Conditions of Sale (Aggregates and Stone), or the use of any Terminal, which is governed by the Terminal Documents.

1.2 Incorporation by Reference. These Terms are incorporated by reference into, and form part of, every quotation, proposal, rate sheet, work order, service order, dispatch confirmation, order acknowledgment, equipment rental ticket, delivery ticket, scale ticket, bill of lading, time sheet, invoice, or other document issued by Carver that references these Terms, the URL at which these Terms are posted, or Carver's website (each, an "Order Document"), whether or not Customer has accessed, read, or acknowledged these Terms. Customer is deemed to have read and accepted the version of these Terms in effect under Section 1.6.

1.3 Acceptance by Conduct. Customer accepts these Terms, and no other terms, by doing any of the following: signing or returning an Order Document; issuing a purchase order, work order, release, or dispatch request; tendering a load; allowing Carver to mobilize equipment or personnel; accepting any Service; signing or permitting its site personnel to sign any ticket or time sheet; or paying any invoice. Carver's acceptance of any order is expressly conditioned on Customer's assent to these Terms.

1.4 Rejection of Customer's Terms. Any term in a purchase order, subcontract, work order, acknowledgment, specification, vendor onboarding package, supplier portal, carrier agreement, click-through, bill of lading form, or other document of Customer that is additional to or different from these Terms is rejected and is of no effect, even if Carver signs, countersigns, registers on, or clicks through that document, unless an authorized officer of Carver accepts the specific term in a writing that expressly references both the term and these Terms. Carver's commencement of performance or acceptance of payment is not acceptance of Customer's terms, and Carver's silence is not acceptance. Course of dealing, course of performance, and usage of trade do not supplement or vary these Terms.

1.5 Order of Precedence. In the event of conflict, the following control in descending order: (a) a Carver-signed Order Document that expressly identifies the conflicting provision of these Terms and states that the Order Document controls, solely to that extent; (b) these Terms; (c) the Rate Sheet; and (d) the Terminal Documents, except that the Tariff controls as to the rates and charges for terminal services and the Port Rules and Marine Terminal Guide control as to the operation of any Terminal.

1.6 Updates. Carver may revise these Terms at any time by posting a revised version with a new "Last Updated" date. The version posted on the date Carver accepts Customer's order applies to that order. For program, blanket, standing, seasonal, or release-based Services, the version posted on the date of each release, dispatch, or Work Order applies to that release, dispatch, or Work Order. Customer is responsible for reviewing the posted version before each order; Carver will provide a copy of the applicable version on request.

1.7 No Authority to Vary. No driver, operator, dispatcher, foreman, superintendent, sales representative, scale operator, or other personnel of Carver has authority to vary these Terms, agree to any additional scope, make any representation or warranty, or waive any right of Carver. Any variation or waiver is effective only if in a writing signed by an authorized officer of Carver.

1.8 Credit Documents. Any credit application, personal or corporate guaranty, security agreement, or similar document signed by Customer or its principals is incorporated into these Terms and controls as to the credit, security, and guaranty matters it addresses.

2. Definitions and Interpretation

2.1 Definitions. In these Terms: "Affiliate" means any entity that controls, is controlled by, or is under common control with a party; "Business Day" means a day other than a Saturday, Sunday, or public holiday in Albany, New York or, for Services performed in Canada, in the province where the Services are performed; "Carver Group" means Carver Companies International and each of its direct and indirect subsidiaries and Affiliates; "Carver Parties" means Carver, each member of the Carver Group, their subcontractors and carriers, and their respective directors, officers, members, managers, employees, drivers, operators, agents, and insurers; "Equipment" means every truck, trailer, tractor, loader, excavator, dozer, grader, roller, skid steer, haul truck, telehandler, lift, compressor, generator, service vehicle, attachment, tool, and other item of plant or equipment supplied by Carver in connection with the Services, whether owned, leased, or hired by Carver; "Equipment Services" means the supply of Equipment with a Carver operator or driver under Section 5; "Bare Rental" means the supply of Equipment without an operator under Section 6; "Haulage Services" means the carriage of Materials or goods by truck under Section 4; "Materials" means the aggregates, stone, soil, fill, salt, debris, equipment, cargo, or other goods tendered to Carver for carriage or handled, loaded, moved, or placed by the Equipment; "Project" means the project, site, or location for which Customer orders the Services; "Rate Sheet" means Carver's rate sheet, price list, or quotation for the Services in effect on the date of the Work Order, as updated under Section 12.1; "Rules Site" means the Port Tariff Information page of Carver's website at www.carvercompanies.com/about-us/port-tariff-information/ or any successor page; "Site" means every location at which the Services are performed, including every loading, unloading, staging, and work location designated by Customer; "Site Services" means the grading, site preparation, earthmoving, stockpile management, snow and ice control, and other site work described in Section 7; "Tariff" means the port tariff of the applicable Terminal as posted on the Rules Site; "Terminal" means any port, marine terminal, dock, berth, rail siding, quarry, plant, yard, or facility owned or operated by a member of the Carver Group; "Terminal Documents" means the Tariff, the Port Rules, the Marine Terminal Guide, and every other rule, policy, schedule, or document posted on the Rules Site, each as updated from time to time; and "Work Order" means the Order Document, written request, dispatch, or release under which Customer orders particular Services, whether or not it is called a work order.

2.2 Interpretation. Headings are for convenience only. "Including" means "including without limitation." Days are calendar days unless Business Days are specified. References to a statute include its regulations and any successor. References to "hours" are to clock hours of the operator, driver, or Equipment as recorded under Section 13. These Terms were drafted by Carver and Customer has had the opportunity to review them; no rule of construction against the drafter applies. If any provision is capitalized for emphasis, that formatting is intended to satisfy any conspicuousness requirement.

3. Work Orders; Scope; Changes; Cancellation

3.1 Quotations. A quotation or Rate Sheet is an invitation to order and not an offer. A quotation expires on the earlier of its stated validity date or 30 days after its date, is subject to Carver's credit approval and to the availability of Equipment, drivers, and operators, and applies only to the Services, Site, quantities, dates, and conditions stated. Any change to those parameters entitles Carver to requote.

3.2 Acceptance of Work Orders. A Work Order is accepted only when Carver issues a written confirmation, dispatches Equipment or personnel, or begins performance. Carver may decline any Work Order, in whole or in part, for any reason. Carver is under no obligation to accept any Work Order by reason of having accepted earlier Work Orders, having issued a Rate Sheet, or having attached a Rate Sheet to any other agreement with Customer.

3.3 Scope. Carver's scope is limited to the Services expressly described in the Work Order. Unless expressly priced in a Carver-signed Order Document, Carver's rates exclude: surveys, layout, and engineering; utility locates beyond a standard one-call ticket; permits, licenses, and fees; third-party testing; traffic control, flagging, and escorts; dewatering, shoring, and scaffolding; dump, tipping, disposal, and scale fees not at a Terminal; hazardous or regulated materials handling, characterization, and disposal; environmental testing and remediation; crane mats, timber mats, and ground protection; fencing, lighting, and security; tarping and load securing beyond Carver's standard practice; cleanouts and washouts; and any work on lands or facilities not identified in the Work Order.

3.4 Changes; Field Directives. Customer may request a change in scope, quantity, sequence, location, or schedule. Any change to price, time, or terms will be recorded in a written change confirmation issued by Carver, which may be by email. If Customer, its site representative, or any person who appears to Carver to be acting for Customer directs additional or changed work before a written confirmation is issued, Carver may proceed at the Rate Sheet rates (or, if none applies, Carver's then-current time-and-materials rates), and Customer will pay for that work whether or not the person giving the direction had actual authority.

3.5 Estimates. Any estimate of hours, loads, tonnage, cycle times, production rates, trucking requirements, or total cost is an estimate only and is not a guaranteed maximum, a lump sum, or a not-to-exceed amount. Customer pays for the Services actually performed at the applicable rates.

3.6 Cancellation and Postponement by Customer. If Customer cancels, postpones, or reduces a Work Order, or Equipment or personnel arrive at a Site and cannot work for any reason attributable to Customer, the Site, weather at the Site, or a third party: (a) with less than 24 hours' notice before the scheduled start, Customer will pay the applicable minimum charge for each unit of Equipment and each driver or operator scheduled, plus mobilization and demobilization; (b) after mobilization has begun, Customer will also pay all mobilization, demobilization, standby, and dry-run charges and any costs Carver has incurred or committed; and (c) for multi-day Work Orders, Customer will pay the daily minimum for each scheduled day cancelled with less than 48 hours' notice. Carver may re-assign cancelled Equipment and personnel at its discretion without reducing these charges.

3.7 Cancellation by Carver. Carver may cancel or suspend any unperformed portion of a Work Order at any time on written notice, including where Equipment or personnel are required by another member of the Carver Group. Carver's sole liability for such cancellation is the refund of any prepayment received for Services not performed.

4. Haulage and Trucking Services

4.1 Nature of Service. Haulage Services are provided as non-exclusive, non-guaranteed carriage. Carver acts as a motor carrier only for the specific load tendered and accepted, and otherwise as a contractor performing hauling as part of the Services. Pickup, transit, and delivery times are estimates only and are not guaranteed. No minimum volume, capacity, or truck commitment exists unless stated in a Carver-signed Order Document.

4.2 Equipment and Routing. The type of truck, trailer, and configuration, the number of units, the routing, and the sequencing of loads are at Carver's discretion unless a Carver-signed Order Document specifies otherwise. Carver may use subcontracted carriers under Section 26.3. Special equipment, washouts, cleanouts, tarps, liners, non-standard configurations, and multi-stop or split loads are billable at Rate Sheet rates or at cost plus 15%.

4.3 Tender; Loading; Shipper Load and Count. Customer will tender each load with accurate descriptions, weights, piece counts, hazard information, loading and unloading hours, appointment requirements, Site contacts, and delivery instructions. Loads loaded by Customer or by any person other than Carver are "shipper load and count," and Carver has no responsibility for the quantity, condition, description, blocking, bracing, packaging, marking, or securement of Materials loaded by others, or for Materials in sealed trailers, containers, or bodies. Customer is responsible for ensuring that the Materials flow freely, that tailgates, doors, valves, and adjusters are secure, and that the load does not exceed legal limits.

4.4 Appointments; Dry Runs; Refusals. Customer will book appointments and provide accurate Site hours and instructions. If a truck is refused, turned away, unable to load or unload when presented, or diverted because of Site conditions, Site closures, misdeclared Materials, missing paperwork, or Customer's or its consignee's acts or omissions, dry-run, standby, layover, diversion, and return charges apply at Rate Sheet rates.

4.5 Free Time and Standby. Unless the Rate Sheet states otherwise, 15 minutes of free time is allowed at each loading point and each unloading point, measured from arrival. Time beyond free time is standby, billed in 15-minute increments at the Rate Sheet standby rate. Standby applies regardless of cause, other than a breakdown of Carver's truck.

4.6 Bulk Variances. For bulk Materials, quantity is determined by certified scale weights at origin. Normal handling, moisture, and transit variances of up to 0.5% of manifested net weight per load are not a shortage, loss, or damage.

4.7 Delivery; Unloading. Delivery occurs when the truck arrives at the boundary of the Site or other delivery point designated by Customer. Unloading, dumping, spotting, spreading, tailgating, and placement are performed at Customer's risk and under the direction of Customer's competent personnel. Drivers who follow the instructions of Customer or its Site personnel as to the place or manner of unloading do so at Customer's sole risk. Carver may refuse to unload at any location its driver considers unsafe, unlawful, or unsuitable, without liability.

4.8 Hours of Service. Carver's drivers comply with applicable hours-of-service rules under the Federal Motor Carrier Safety Regulations and, in Canada, the Commercial Vehicle Drivers Hours of Service Regulations and provincial rules. Carver may decline or interrupt any load, and standby or layover charges apply, where Customer's scheduling, delays, or Site conditions would otherwise cause a violation.

5. Equipment Services (Operated Equipment)

5.1 Nature of Service. Equipment Services consist of the supply of Equipment together with a Carver operator or driver for use at a Site under Customer's general direction as to the work to be performed. Carver supplies the Equipment and operator only. Customer is responsible for the planning, layout, engineering, supervision, sequencing, and result of the work, for the Site, and for all matters described in Sections 8 and 9, unless a Carver-signed Order Document expressly makes Carver responsible for a defined scope of work.

5.2 Operators. Operators and drivers remain employees of Carver (or its subcontractor) at all times, are paid, insured, and supervised by Carver, and remain under Carver's control as to the operation, maintenance, safety, and care of the Equipment. Customer's direction is limited to identifying the work to be performed, its location, and the sequence. An operator may refuse any direction that the operator considers unsafe, unlawful, beyond the capacity or design of the Equipment, or likely to damage the Equipment or any property, without liability and without reducing any charge. Customer will not require, permit, or allow any person other than a Carver operator to operate the Equipment.

5.3 Suitability of Equipment. Customer is solely responsible for determining that the Equipment ordered is suitable for the work, the loads, the ground conditions, the clearances, and the Site. Carver may substitute Equipment of equivalent class or capacity. Models identified on the Rate Sheet are examples only. Carver makes no representation that any Equipment will achieve any production rate, cycle time, grade, compaction, or result.

5.4 Hours; Shifts; Minimums. Unless the Rate Sheet states otherwise: (a) Equipment Services are charged from the time the Equipment and operator leave Carver's yard or Terminal until they return (portal to portal), including travel, mobilization, fueling, greasing, and daily inspection time; (b) a minimum charge of 4 hours applies to each unit of Equipment and each operator for each day or part day mobilized; (c) regular rates apply on weekdays between 6:00 a.m. and 6:00 p.m., and premium rates apply at all other times, on weekends, and on public holidays; (d) operator hours in excess of 8 hours in a day or 40 hours in a week are charged at the applicable overtime rate; and (e) meal and rest breaks required by law or Carver policy are chargeable.

5.5 Standby and Weather. Time during which Equipment and operators are at the Site and available but unable to work because of Customer's acts or omissions, Site conditions, lack of access, lack of Materials, waiting for other trades, inspections, approvals, utility locates, weather at the Site, or any cause other than a breakdown of the Equipment is standby and is chargeable at the applicable hourly rate. Customer may release Equipment from a Site only by notice to Carver's dispatch, and charges continue until the Equipment has returned to Carver's yard or Terminal.

5.6 Mobilization; Transport. Mobilization, demobilization, float, lowboy, pilot car, permit, and escort charges for moving Equipment to and from the Site are chargeable at Rate Sheet rates or at cost plus 15%. Where Equipment is moved between locations within a Site or between Sites at Customer's request, the time and transport are chargeable.

5.7 Fuel; Consumables. Unless the Rate Sheet states that fuel is included, fuel consumed by the Equipment is charged at Carver's then-current fuel rate, which may include a fuel surcharge under Section 12.4. Lubricants, filters, ground-engaging tools, cutting edges, teeth, tires, tracks, and similar wear items consumed in normal use are included in the hourly rate; abnormal wear and damage are charged under Section 5.9.

5.8 Breakdown. If Equipment breaks down or requires repair while on a Site, Carver will use commercially reasonable efforts to repair or replace it. Hourly charges do not accrue for Equipment while it is out of service for a breakdown not caused by Customer, the Site, or the work directed by Customer. That suspension of charges is Customer's sole remedy for any breakdown, and Carver is not liable for any delay, standby, idle labor, loss of production, or other consequence of a breakdown.

5.9 Damage to Equipment. Customer is responsible for, and will pay on demand, the cost of repairing or, if not economically repairable, replacing at current market value, any Equipment damaged or lost while at or in transit to or from a Site as a result of: Site or ground conditions; underground, overhead, or hidden obstructions, utilities, or structures; Materials handled; the acts or omissions of Customer, its contractors, other trades, or any person at the Site; theft, vandalism, fire, or flood at the Site; or any use or work directed by Customer, together with recovery, towing, transport, and the hourly rate for each day the Equipment is out of service, up to 30 days. This Section applies regardless of any insurance carried by Carver.

5.10 Standard of Operation. Carver will operate the Equipment in a competent and workmanlike manner consistent with its usual practice for similar work. Carver does not supervise, inspect, or accept responsibility for the work of Customer or its other contractors, for the overall Project, or for the conformity of any work to plans, specifications, grades, tolerances, or compaction or density requirements, unless a Carver-signed Order Document expressly provides otherwise.

6. Bare Equipment Rental

6.1 Application. Where a Carver-signed Order Document provides for Equipment without an operator, this Section 6 applies in addition to the other provisions of these Terms.

6.2 Customer's Responsibilities. From delivery until the Equipment is returned to and inspected at Carver's yard, Customer: (a) will use the Equipment only at the Site, for its designed purpose, within its rated capacity, and by trained, licensed, and competent operators; (b) is responsible for daily inspection, fueling, lubrication, fluids, and routine servicing in accordance with the manufacturer's requirements, and will stop using and immediately notify Carver of any defect, warning, or malfunction; (c) will not remove, modify, or disable any safety device, guard, telematics unit, or identification; (d) will not sublet, lend, pledge, or remove the Equipment from the Site, or permit any lien or claim to attach to it; and (e) will comply with all laws, permits, and manufacturer instructions relating to the Equipment and its operation.

6.3 Risk of Loss; Damage. Customer bears all risk of loss, theft, damage, and destruction of the Equipment, from any cause, from delivery until return, and will pay on demand the cost of repair or the replacement value, together with recovery and transport costs and rental charges until repair or replacement. Customer will insure the Equipment for its full replacement value, with Carver named as loss payee, and will deliver certificates on request. No loss or damage reduces or suspends rental charges.

6.4 Rental Period; Return. Rental charges accrue from delivery until return, including weekends, holidays, and days on which the Equipment is not used, unless the Order Document states otherwise. Customer will return the Equipment clean, fueled to the level at delivery, and in the condition received, normal wear excepted, and will pay for cleaning, refueling, repairs, missing parts and attachments, and excess hours above any stated allowance.

6.5 Title; Inspection; Repossession. Title to the Equipment remains with Carver (or its lessor) at all times. Customer's interest is that of a bailee for hire only. Carver may inspect the Equipment at any time and may enter the Site to retake the Equipment, without notice and without liability, if Customer is in default or Carver believes the Equipment is at risk.

7. Site Services; Snow and Ice Services

7.1 Site Services. Where the Services include grading, site preparation, excavation, earthmoving, stockpile management, placement or spreading of Materials, or similar work for a defined scope, Carver will perform that work in accordance with the Work Order using its usual means, methods, and sequences, which remain under Carver's control. Carver does not design, engineer, survey, or warrant the work for any load, use, grade, tolerance, density, compaction, drainage, or performance requirement, and Customer is solely responsible for all design, layout, inspection, testing, and acceptance. Any differing, hidden, subsurface, or latent condition, including rock, debris, unsuitable soil, groundwater, contamination, or unknown utilities or structures, entitles Carver to an equitable adjustment in price and time or to suspend or terminate the affected work.

7.2 Snow and Ice Services. Where the Services include snow plowing, snow removal, hauling, sanding, salting, or de-icing: (a) Carver will respond to Customer's call or to the trigger stated in the Work Order as Equipment and personnel become available, with no guaranteed response time, frequency, or completion time; (b) Carver does not warrant that any surface will be free of snow, ice, or slippery conditions at any time, and Customer remains solely responsible for the condition of the Site, for pedestrian and vehicle safety, for closing or restricting the Site, and for all inspection and follow-up; (c) Carver is not responsible for damage to curbs, pavement, landscaping, drains, markers, buried or snow-covered objects, or any item not clearly marked by Customer before the season; (d) salt, sand, and de-icing materials are charged at the Rate Sheet rate or at cost plus 15%, and seasonal or per-event minimums apply as stated; and (e) Customer will indemnify the Carver Parties under Section 18 against all claims for slip-and-fall, vehicle, and other incidents at the Site, whether or not Carver has performed Services at the Site on the day in question.

8. Customer's Site; Access; Ground and Underground Conditions; Safety

8.1 Site Access and Conditions. Customer warrants that each Site has safe, lawful, and unobstructed access and egress for the Equipment ordered; adequate load-bearing surfaces, haul roads, ramps, turnaround and staging space, and overhead clearance; competent personnel to direct unloading, spotting, and the work; traffic control and flagging where required; and all

permits, consents, and approvals required for the Services at the Site. Customer will provide any Site induction, orientation, or badging required, and the time taken is chargeable.

8.2 Ground and Subsurface Conditions. Customer is solely responsible for the bearing capacity of the ground, for the stability of slopes, excavations, stockpiles, and structures, and for providing and placing any mats, ground protection, shoring, or dewatering required. Carver may rely on Customer's representation that the Site will support the Equipment and its loads.

8.3 Underground and Overhead Utilities. Before any excavation, grading, driving, or placement of Equipment, Customer will obtain and keep current all one-call, locate, and mark-out tickets (including 811 in the United States and the applicable provincial one-call service in Canada), will provide Carver with accurate as-built information and the location of all underground and overhead utilities, structures, tanks, drains, and obstructions, and will physically mark them. Carver is not responsible for damage to any utility, structure, or obstruction that was not accurately located and marked by Customer, and Customer will pay for all resulting repairs, Equipment damage, standby, fines, and third-party claims.

8.4 Customer Controls the Site. Except where a Carver-signed Order Document makes Carver the controlling contractor for a defined area, Customer controls the Site and is responsible for overall Site safety, the safety of the public and of other trades, coordination of other contractors, traffic management, and compliance with the site-safety obligations of an owner, constructor, or prime contractor under applicable occupational safety and health laws.

8.5 Stop Work. Carver's personnel have the authority to stop work, refuse any task, and withdraw Equipment and personnel from any Site that they consider unsafe, unlawful, or environmentally hazardous, without liability. Standby, demobilization, and remobilization charges apply if the condition was not caused by Carver.

8.6 Carver's Premises. Customer and its drivers, carriers, agents, and contractors entering any Terminal will comply with all site safety rules, signage, speed limits, PPE requirements, induction requirements, the Terminal Documents, and the directions of Carver's personnel. Carver may refuse entry to, or remove, any person or vehicle without liability. Customer is responsible for all damage caused by its personnel, vehicles, and equipment on Carver's premises.

9. Weights; Loads; Permits; Routing

9.1 Legal Loads. Customer is responsible for ensuring that every load tendered, and every load Customer or its personnel direct to be loaded, complies with all axle, gross vehicle weight, dimensional, bridge, and road limits of every jurisdiction and road on the route. Carver may refuse, reduce, or reload any load it considers overweight, over-dimension, unsafe, or unlawful, and the time and cost are chargeable. Where Customer or its loader loads Carver's truck, Customer will provide a certified scale or accept the weights recorded at origin or destination certified scales, and will pay all fines, penalties, re-handling, off-loading, and delay costs, and indemnify the Carver Parties under Section 18, for any overweight or improperly loaded vehicle.

9.2 Permits; Escorts. Unless a Carver-signed Order Document states that Carver will obtain them, Customer is responsible for obtaining and paying for all overweight, over-dimension, seasonal road, local road use, and special move permits, routing approvals, escorts, pilot cars, and utility lifts. Carver may decline any move for which permits or approvals are not in hand.

9.3 Routing; Road Restrictions. Routing is at Carver's discretion having regard to legal limits, seasonal and local restrictions, bridge postings, weather, and road conditions. Detours, tolls, ferry charges, and additional distance resulting from restrictions, closures, or Customer's Site requirements are chargeable.

10. Materials; Title and Risk; Hazardous Materials

10.1 Title and Risk in Materials. Unless Carver is acting as a motor carrier for a specific load under a bill of lading issued by Carver, title to and risk of loss of all Materials remain with Customer at all times, including while the Materials are being loaded, carried, handled, moved, placed,

stockpiled, or stored by the Equipment. Carver is not a bailee or warehouseman of any Materials and is not responsible for inherent vice, settling, segregation, moisture gain or loss, contamination, or the quality or quantity of Materials loaded by Customer or its suppliers. Where Carver is acting as a motor carrier, Carver's responsibility for the load is limited as provided in Section 15.

10.2 Hazardous and Regulated Materials. Customer will disclose in writing, before tender or before the Services begin, whether any Materials, Site soils, or Site conditions are contaminated, hazardous, dangerous goods, regulated waste, or otherwise regulated, and will provide safety data sheets, manifests, characterization, placarding, packaging, and handling instructions as required by law. Carver may refuse any such Materials or Site. Customer is the generator, shipper, and person responsible for characterization, manifests, labeling, placarding, and disposal of all such Materials. Any spill, release, or exposure caused by Customer's overfilling, misdeclaration, failure to disclose, packaging, or Site conditions is Customer's responsibility, and Carver may mitigate and invoice its time, Equipment, materials, disposal, and third-party costs plus 15%.

10.3 Spills by Carver. Carver is responsible for containing and cleaning up, to the extent required by applicable law, any spill or release of fuel, lubricant, or hydraulic fluid from the Equipment caused solely by the negligence of Carver, to the standard required by law. That obligation is subject to Section 20 and is Carver's only environmental obligation under these Terms. Carver has no responsibility for any pre-existing contamination, for contamination in Materials tendered by Customer, or for the environmental condition of any Site.

11. Cross-Border Shipments; Customs

11.1 Customer as Importer and Exporter. For any load crossing the border between Canada and the United States, Customer (or its consignee) is the importer of record and exporter of record, and is responsible for all customs entries, declarations, classifications, valuations, rulings, permits, licenses, and the payment of all duties, tariffs, surtaxes, countermeasures, anti-dumping and countervailing duties, taxes, brokerage, and bond fees. Carver is not a customs broker and gives no advice on customs matters.

11.2 Documentation; E-Manifest. Customer will provide complete and accurate commercial invoices, certificates of origin, PARS or PAPS numbers, broker details, and all other documentation required for release, in time for Carver to file advance electronic manifests under the Canada Border Services Agency eManifest and U.S. Customs and Border Protection ACE programs. Carver's carrier filings are made on the basis of Customer's information, and Customer is responsible for all penalties, delays, examinations, holds, storage, and costs resulting from inaccurate, incomplete, or late information.

11.3 Border Delays. Time lost at the border for examinations, holds, secondary inspection, broker delays, or documentation issues not caused by Carver is standby and is chargeable, together with layover, storage, and any resulting re-delivery or return costs.

11.4 Trade Compliance. Customer represents that the Materials may lawfully be exported from and imported into the countries concerned, are not subject to any sanction, embargo, or restriction, and that Customer, its consignee, and the end user are not sanctioned or restricted persons. Customer will comply with all applicable export, import, customs, sanctions, and anti-boycott laws, including those administered by the U.S. Department of the Treasury Office of Foreign Assets Control, U.S. Customs and Border Protection, Global Affairs Canada, and the Canada Border Services Agency.

12. Rates; Minimums; Standby; Fuel; Surcharges; Taxes; Currency

12.1 Rates. Rates are as stated in the Carver-signed Order Document or, if none is stated, in the Rate Sheet in effect on the date the Services are performed. Carver may revise the Rate Sheet at any time by notice to Customer or by posting or issuing a revised Rate Sheet, and the revised rates apply to Services performed after the revision date. Rates on a Rate Sheet attached to or referenced in any other agreement with Customer are subject to the same revision unless that

agreement, signed by an authorized officer of Carver, expressly states that the rates are fixed for a stated period.

12.2 Basis of Charges. Unless the Order Document states otherwise, hourly rates are charged portal to portal in 15-minute increments after the applicable minimum; per-load, per-ton, per-yard, and per-trip rates are charged on the quantities recorded under Section 13; daily and weekly rates assume a single 8-hour shift and 40-hour week, with excess hours charged at the hourly rate; and all rates include only the operator or driver stated, with additional labor charged at the applicable labor rate.

12.3 Minimums and Premium Time. Minimum charges, premium-time rates, overtime, shift differentials, holiday rates, standby, dry-run, layover, mobilization, demobilization, cancellation, and similar charges apply as stated in the Rate Sheet and in Sections 3 to 7.

12.4 Fuel Surcharge. Carver may apply a fuel or energy surcharge calculated under Carver's then-current fuel surcharge schedule posted on the Rules Site or notified to Customer. For Services in the United States the schedule may reference the U.S. Department of Energy, Energy Information Administration weekly on-highway diesel index, and for Services in Canada it may reference the Canadian diesel index identified in the schedule. The surcharge is adjusted prospectively and applies to all Services performed after the adjustment date.

12.5 Price Adjustments. Carver may increase rates or add surcharges, on written notice, to reflect documented increases after the quotation date in fuel, labor, Equipment, insurance, tolls, permits, disposal, or third-party costs, or changes in law, tariff, duty, or regulatory requirement. Adjustments apply to all Services not yet performed. Customer's sole remedy is to cancel the unperformed portion of the Work Order by written notice within 5 days after Carver's notice, in which case Customer remains liable for all Services performed and all amounts under Section 3.6.

12.6 Pass-Through Charges. Rates exclude, and Customer will pay, all tolls, ferry and bridge charges, permit and escort fees, scale fees not at a Terminal, dump, tipping, and disposal fees, port, terminal, and wharfage charges under the Tariff, border and brokerage charges, security fees, and any other charge imposed by a third party or governmental authority in connection with the Services, which Carver may invoice at cost plus 15% or require Customer to pay directly.

12.7 Taxes. Rates exclude all sales, use, excise, fuel, highway use, carbon, GST, HST, PST, QST, VAT, and similar taxes, which Customer will pay in addition unless Customer provides a valid exemption, resale, or direct-pay certificate acceptable to Carver before invoicing. Customer will indemnify Carver against any tax, penalty, or interest assessed as a result of an invalid, incomplete, or late certificate.

12.8 Currency. Rates are in United States dollars for Services performed in the United States and in Canadian dollars for Services performed in Canada, unless the Order Document specifies otherwise. Payment is due in the invoice currency. Customer bears all foreign exchange risk.

12.9 Payment Processing Fees; Errors. Where permitted by law, Carver may add a processing fee of up to 3% to payments made by credit or charge card. Carver may correct any clerical or arithmetic error in a quotation, Rate Sheet, Order Document, or invoice by notice to Customer, and the corrected amount is payable.

13. Tickets; Records; Proof of Service

13.1 Tickets and Time Sheets. Carver's delivery tickets, scale tickets, bills of lading, time sheets, equipment logs, and dispatch records are the basis of billing. Customer will cause its Site personnel to sign tickets and time sheets when presented. If Site personnel are unavailable or decline to sign, Carver's records, including GPS, telematics, electronic logging device, scale, and dispatch data and the attestation of Carver's driver or operator, are sufficient proof of the Services and of the hours, loads, quantities, and times recorded.

13.2 Disputed Tickets. Any objection to a ticket or time sheet must be noted on it at the time of signature or notified in writing to Carver within 2 Business Days after the Services; otherwise the

ticket is conclusive. The signature of any Site representative, foreman, gate attendant, scale operator, or other person who appears to be acting for Customer binds Customer.

13.3 Records as Evidence. Carver's business records, including tickets, time sheets, GPS and telematics data, scale data, dispatch records, photographs, emails, and portal entries, are prima facie evidence of the Services performed and the charges incurred.

14. Invoicing; Payment; Credit; Security; Liens

14.1 Invoicing; Payment Terms. Carver may invoice weekly, on completion of each Work Order, or at any other interval. Unless the Carver-signed Order Document states otherwise, payment is due net 30 days from the invoice date, without regard to any retainage, pay-when-paid, pay-if-paid, lien waiver, or certification provision in any contract of Customer.

14.2 Credit and Security. Carver may at any time, in its sole discretion: require prepayment, a deposit, an irrevocable letter of credit, a guaranty, or other security; establish, reduce, or withdraw a credit limit; and withhold dispatch or suspend Services until satisfactory security is in place, all without liability to Customer.

14.3 Late Charges; Collection Costs. Past-due amounts accrue interest from the due date until paid at the lesser of 1.5% per month (18% per annum) or the maximum rate permitted by applicable law. Customer will pay all costs of collection, including reasonable attorneys' fees, court and arbitration costs, and collection agency fees, whether or not suit is commenced.

14.4 Invoice Disputes. Customer must notify Carver in writing of any dispute regarding an invoice, with full particulars, within 10 days after the invoice date; otherwise the invoice is deemed accepted and payable in full. Any undisputed portion must be paid when due.

14.5 No Setoff, Withholding, or Retainage. Customer will pay all amounts when due without setoff, counterclaim, deduction, withholding, recoupment, backcharge, or retainage of any kind. Any pay-when-paid, pay-if-paid, retainage, or similar provision in Customer's contract with any owner, contractor, or other third party does not affect Customer's obligations to Carver.

14.6 Application of Payments. Carver may apply payments to any outstanding amount in any order it chooses, regardless of any direction or restrictive endorsement by Customer. Carver's acceptance of a payment marked "paid in full" or similar does not constitute an accord and satisfaction.

14.7 Lien, Bond, and Trust Fund Rights. Carver reserves all mechanic's lien, construction lien, builders' lien, public improvement lien, carrier's lien, stop notice, payment bond, and trust fund rights under the laws of the jurisdiction of the Project. Before the first Service at any Project, and at any time on request, Customer will provide the legal description and address of the Project, the names and addresses of the owner, prime contractor, lender, and any surety, and a copy of any payment bond. Customer will not require Carver to waive or subordinate lien or bond rights as a condition of payment, except by a conditional waiver effective only on actual receipt of the payment described in it. To the extent the Project is in New York, Customer acknowledges that funds received by Customer for the improvement are trust assets under Article 3-A of the New York Lien Law and will be held and applied for the benefit of Carver to the extent of amounts owed. Carver may communicate directly with any owner, contractor, lender, or surety for the purpose of preserving or enforcing these rights.

14.8 Carrier's Lien; Possessory Lien. Carver has a general and continuing lien on all Materials in its possession, custody, or control, and on all Materials that it has carried or handled for Customer that remain at any Terminal, for all amounts owed by Customer and its Affiliates to any member of the Carver Group, whether or not relating to those Materials. If any amount is not paid within 10 days after demand, Carver may sell or dispose of the Materials in a commercially reasonable manner and apply the net proceeds to the amounts owed, and Customer remains liable for any deficiency.

14.9 Joint and Several Liability; Credit Information; Cross-Default. If any Affiliate of Customer, or any entity under common ownership or control with Customer, issues a Work Order,

receives Services, or benefits from them, that entity and Customer are jointly and severally liable for all amounts due. Customer authorizes Carver to obtain credit reports and bank and trade references regarding Customer and its principals, and to report Customer's payment history to credit reporting agencies and trade groups. A default by Customer or its Affiliates under any other agreement with any member of the Carver Group is a default under these Terms, and any member of the Carver Group may set off any amount it owes Customer or its Affiliates against any amount Customer or its Affiliates owe any member of the Carver Group.

15. Cargo Claims; Notice; Time Bars; Cargo Liability

15.1 Application. This Section 15 applies only where Carver is acting as a motor carrier for a specific load tendered to and accepted by Carver for carriage. It does not apply to Equipment Services, Bare Rental, Site Services, or any Materials that Carver loads, moves, places, or handles at a Site other than as a carrier, which are governed by Section 10.1.

15.2 Notice of Loss. Visible loss, shortage, or damage must be specifically noted on the delivery receipt or ticket at delivery. Concealed loss or damage must be reported to Carver in writing within 3 Business Days after delivery with photographs, scale tickets, and particulars. A formal written claim with supporting documents, including proof of value, must be received by Carver within 60 days after delivery or, for non-delivery, within 60 days after the scheduled delivery date. Any claim not noticed and filed within these periods is waived.

15.3 Suit. Any suit or arbitration for loss, damage, delay, or non-delivery of Materials must be commenced within 9 months after Carver's written disallowance of the claim, or, if no disallowance is issued, within 12 months after delivery or scheduled delivery, failing which it is forever barred. To the extent applicable law prescribes a longer minimum period that cannot be shortened by agreement, that minimum period applies.

15.4 Exclusions. Carver is not liable for loss, damage, or delay caused by: an act of God; the public enemy; an act or default of Customer, the shipper, the consignee, or the owner of the Materials; the authority of law; the inherent vice, nature, or defect of the Materials; inadequate packaging, blocking, bracing, or securement by others; shipper load and count; ordinary handling, moisture, or temperature variances; loads overweight or unsafe as tendered or as directed by Customer; strikes, riots, or civil commotion; or any cause beyond Carver's reasonable control.

15.5 Limitation of Cargo Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, CARVER'S LIABILITY FOR LOSS OF OR DAMAGE TO MATERIALS CARRIED AS A MOTOR CARRIER IS LIMITED TO THE LEAST OF: (A) THE ACTUAL DIRECT VALUE OF THE LOST OR DAMAGED PORTION AT THE TIME AND PLACE OF SHIPMENT, EXCLUDING ANY PROFIT, MARKET, OR CONSEQUENTIAL ELEMENT; (B) USD 0.50 PER POUND OF THE LOST OR DAMAGED PORTION; AND (C) USD 25,000 PER LOAD. FOR SERVICES PERFORMED IN CANADA, SECTION 28.6 APPLIES IN PLACE OF ITEM (B). CUSTOMER MAY DECLARE A HIGHER VALUE IN WRITING BEFORE TENDER, AND CARVER MAY ACCEPT THAT DECLARATION ON PAYMENT OF THE ADDITIONAL CHARGE STATED IN THE RATE SHEET OR QUOTED BY CARVER, IN WHICH CASE THE DECLARED VALUE IS THE LIMIT. CUSTOMER ACKNOWLEDGES THAT IT HAS BEEN OFFERED THE OPPORTUNITY TO DECLARE A HIGHER VALUE AND THAT CARVER'S RATES REFLECT THIS LIMITATION. THIS LIMITATION APPLIES TO EVERY LOAD TENDERED, WHETHER OR NOT A BILL OF LADING IS ISSUED, AND SUPERSEDES ANY CONTRARY TERM ON ANY BILL OF LADING OR SHIPPING DOCUMENT OF CUSTOMER.

15.6 Salvage; Mitigation. Customer will mitigate its loss, preserve damaged Materials for inspection, and make them available to Carver and its insurers. Carver is entitled to salvage of any Materials for which it pays a claim.

15.7 Claims Do Not Suspend Payment. A pending claim does not entitle Customer to withhold payment of any invoice.

16. Delay; Service Failures

16.1 No Guaranteed Times. Start dates, delivery dates, transit times, production rates, and completion dates are estimates only. Time is not of the essence for any obligation of Carver. Carver

is not liable for any delay or for any consequence of delay, including delay, disruption, acceleration, idle labor or equipment of Customer or others, or liquidated damages under any contract of Customer.

16.2 Exclusive Remedy for Proven Delay. Where a Carver-signed Order Document states a guaranteed time and a specific remedy, that remedy is Customer's sole and exclusive remedy. In every other case, Customer's sole and exclusive remedy for any delay proven to have been caused solely by Carver is a credit not exceeding the charges for the affected load or day of Services.

17. Warranties; Disclaimer

17.1 Limited Warranty. Carver warrants only that the Services will be performed in a workmanlike manner consistent with Carver's usual practice. Any claim under this warranty must be made in writing within 5 Business Days after the Services, and Carver's sole obligation, and Customer's exclusive remedy, is the re-performance of the non-conforming Services or, at Carver's option, a credit for the charges for those Services.

EXCEPT AS STATED IN SECTION 17.1, THE SERVICES AND THE EQUIPMENT ARE PROVIDED "AS-IS." CARVER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, DURABILITY, CAPACITY, PRODUCTION, CONFORMITY TO ANY PLAN, SPECIFICATION, GRADE, TOLERANCE, OR DENSITY REQUIREMENT, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. NO ESTIMATE, PRODUCTION RATE, CYCLE TIME, BROCHURE, SPECIFICATION SHEET, OR STATEMENT BY ANY PERSON CREATES A WARRANTY. NO WARRANTY EXTENDS TO ANY OWNER, CONTRACTOR, OR OTHER PERSON CLAIMING THROUGH CUSTOMER.

18. Indemnity

18.1 Customer's Indemnity. To the fullest extent permitted by law, Customer will indemnify, defend, and hold harmless the Carver Parties from and against all claims, demands, suits, liens, losses, liabilities, damages, penalties, fines, judgments, awards, costs, and expenses (including attorneys' fees, expert fees, and costs of investigation and defense), whether arising in contract, tort, strict liability, statute, or otherwise, arising out of or related to: (a) the condition of any Site, including ground, subsurface, overhead, underground, access, and traffic conditions, and any utility, structure, or obstruction not accurately located and marked by Customer; (b) the acts, omissions, or directions of Customer, its personnel, contractors, other trades, consignees, loaders, or any person at a Site; (c) overweight, over-dimension, unsafe, misdeclared, or improperly loaded, packaged, or secured loads tendered or directed by Customer; (d) the Materials, including any hazardous, contaminated, or regulated Materials or Site conditions and any spill, release, or exposure not caused solely by the negligence of Carver; (e) bodily injury, death, or damage to property occurring at a Site, or on Carver's premises and caused in whole or in part by Customer or its personnel, vehicles, or equipment; (f) any breach of these Terms, any Order Document, or applicable law by Customer or its personnel; (g) loss of or damage to Equipment under Sections 5.9 and 6.3; (h) lien, bond, or payment claims by Customer's customers, subcontractors, or suppliers; (i) taxes, duties, customs, and pass-through charges for Customer's account; (j) claims arising from snow and ice conditions at any Site under Section 7.2; and (k) any claim by any owner, engineer, contractor, consignee, or other person claiming through Customer regarding the Services, the Equipment, or the Materials.

18.2 Scope. This indemnity applies regardless of whether the claim is alleged or found to have been caused in part by the negligence of any Carver Party, except to the extent finally determined to have been caused by the gross negligence or willful misconduct of that Carver Party, and, where applicable law does not permit indemnity for an indemnitee's own negligence, applies to the fullest extent that law permits. Customer's obligation to indemnify is not limited by the amount or type of insurance Customer carries or by any workers' compensation or similar statute. Customer will not settle any indemnified claim in a manner that admits fault of, or imposes any obligation on, a Carver Party without Carver's prior written consent.

18.3 Carver's Indemnity. Carver will indemnify Customer against third-party claims for bodily injury, death, or physical damage to tangible property to the extent finally determined to have been caused by the negligence or willful misconduct of Carver in performing the Services, subject in every case to Sections 15, 16, 17, and 20. Carver has no other indemnity obligation.

19. Insurance

19.1 Carver's Insurance. While performing the Services Carver maintains commercial general liability, automobile liability, workers' compensation or equivalent provincial coverage, and, for Haulage Services, motor truck cargo insurance, in amounts customary for operators of similar size and scope. Carver will provide a certificate on request. Where a Carver-signed Order Document requires it, Carver will name Customer as an additional insured on its liability policies to the extent of Carver's negligence, on a primary and non-contributory basis for that extent only, by standard endorsement. Carver's insurance does not insure the Materials, the Site, Customer's property, or Customer's liabilities, and Carver's liability is not increased by the limits of any policy it carries.

19.2 Customer's Insurance. Customer will maintain, at its cost, during the Services and for 2 years after their completion: (a) commercial general liability insurance with limits of not less than USD 2,000,000 per occurrence and USD 4,000,000 aggregate (or the Canadian dollar equivalent), including contractual liability covering Section 18, premises and operations, and products-completed operations; (b) automobile liability insurance covering all owned, hired, and non-owned vehicles with a combined single limit of not less than USD 1,000,000; (c) workers' compensation as required by law and employer's liability of not less than USD 1,000,000; (d) umbrella or excess liability of not less than USD 2,000,000; (e) where the Services include excavation, grading, or Site Services, pollution legal liability or contractor's pollution liability covering the Site of not less than USD 1,000,000; and (f) for Bare Rental, physical damage insurance on the Equipment under Section 6.3.

19.3 Terms of Customer's Coverage. The policies in Sections 19.2(a), (b), (d), and (e) will name the Carver Parties as additional insureds on a primary and non-contributory basis, and all policies will include a waiver of subrogation in favor of the Carver Parties and 30 days' prior written notice of cancellation or material change. Customer will furnish certificates and endorsements before the Services begin and on request. Carver may suspend performance until acceptable certificates are received. Customer's insurance obligations do not limit its liability or indemnity obligations.

20. Limitation of Liability

20.1 NO CONSEQUENTIAL DAMAGES. UNDER NO CIRCUMSTANCES WILL ANY CARVER PARTY BE LIABLE TO CUSTOMER OR ANY PERSON CLAIMING THROUGH CUSTOMER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOSS OF USE, LOSS OF PRODUCTION, PROJECT DELAY OR DISRUPTION, ACCELERATION, IDLE LABOR OR EQUIPMENT, LIQUIDATED DAMAGES OR BACKCHARGES UNDER ANY CONTRACT OF CUSTOMER, COST OF REMOVAL, REPLACEMENT, OR REMEDIATION OF ANY MATERIALS OR WORK, DEMURRAGE, DETENTION, OR COST OF COVER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20.2 CAP. THE TOTAL AGGREGATE LIABILITY OF THE CARVER PARTIES FOR ALL CLAIMS ARISING OUT OF OR RELATED TO A WORK ORDER, HOWEVER ARISING, WILL NOT EXCEED THE LESSER OF (A) USD 1,000,000 (OR THE CANADIAN DOLLAR EQUIVALENT) OR (B) THE CHARGES PAID BY CUSTOMER FOR THE SERVICES UNDER THE WORK ORDER GIVING RISE TO THE CLAIM. LIABILITY FOR LOSS OF OR DAMAGE TO MATERIALS CARRIED AS A MOTOR CARRIER IS FURTHER LIMITED BY SECTION 15.5, AND LIABILITY FOR DELAY BY SECTION 16.2. AMOUNTS OWED FOR UNDISPUTED INVOICES ARE NOT SUBJECT TO THIS CAP.

20.3 Application. Sections 20.1 and 20.2 apply to all claims, whether in contract, warranty, tort (including negligence), strict liability, statute, or otherwise, apply to each Carver Party, and apply

even if any remedy fails of its essential purpose, except to the extent liability cannot be limited by law or results from the fraud or willful misconduct of the Carver Party concerned. Customer acknowledges that Carver's rates reflect this allocation of risk and that Carver would not provide the Services on other terms.

20.4 Limitations Period. Any claim by Customer against any Carver Party must be commenced within 12 months after the cause of action accrues (or, for cargo claims, within the period in Section 15.3), regardless of any longer period otherwise provided by law, to the fullest extent that law permits the period to be shortened by agreement. Any claim not commenced within that period is forever barred.

21. Force Majeure; Change in Law

21.1 Excused Performance. Carver is not liable for any failure or delay in performance caused in whole or in part by any event beyond its reasonable control, including: acts of God; weather, snow, ice, flood, fog, fire, or ground conditions; war, terrorism, or civil disturbance; epidemic, pandemic, or quarantine; strikes, lockouts, slowdowns, or labor shortages, whether or not at Carver's facilities; road, bridge, border, port, or Terminal closures, restrictions, or congestion; governmental action, permit suspension, or regulatory order; breakdown or unavailability of Equipment, trucks, parts, or tires; unavailability of drivers, operators, or subcontractors; shortage of fuel, power, or materials; cyber incidents; or failure of suppliers or subcontractors.

21.2 Carver's Options. On the occurrence of any such event, Carver may, without liability, suspend or reduce the Services, allocate available Equipment and personnel among its customers, its Affiliates, and its own requirements in its sole discretion, extend time for performance, substitute Equipment or subcontractors, or terminate the affected Work Order or any unperformed portion of it. Charges incurred during such an event, including standby, layover, diversion, and demobilization, remain payable.

21.3 No Excuse of Payment. No event affecting Customer, its Site, its Project, or its consignees excuses Customer from paying for Services performed or from any obligation under Section 3.6.

21.4 Change in Law. If any change in law, regulation, permit condition, tariff, duty, sanction, tax, or regulatory requirement after the quotation date increases Carver's cost of performance, restricts Carver's ability to perform, or renders performance unlawful or impracticable, Carver may, on written notice and without liability, adjust the rates to reflect the increased cost, suspend performance, or terminate the affected Work Order or any unperformed portion of it.

22. Suspension; Termination

22.1 By Carver. Carver may suspend or terminate any Work Order, or all Services, immediately on written notice if Customer fails to pay any amount when due, is otherwise in default under Section 25, becomes insolvent, or if Carver considers any Site or any direction unsafe or unlawful, and on 5 Business Days' notice for any other reason. On suspension or termination Carver is entitled to payment for all Services performed, all standby, demobilization, and remobilization charges, and all costs incurred or committed.

22.2 By Customer. Customer may terminate a Work Order for convenience on 5 Business Days' written notice and payment of all amounts under Sections 3.6 and 22.1. Customer may terminate for Carver's material breach only if the breach is not cured within 10 Business Days after written notice describing it in detail.

22.3 Standing Arrangements. Either party may end any seasonal, standing, or program arrangement for future Services on 30 days' written notice. Accrued obligations survive.

23. Compliance; Labor; Personnel

23.1 Compliance with Law. Each party will comply with all laws applicable to it in connection with the Services, including motor carrier safety, hours of service, vehicle weight and dimension, occupational safety and health (including OSHA and MSHA in the United States and the applicable

provincial occupational health and safety legislation in Canada), environmental, and wage and hour laws. Carver may remove from service any driver, operator, or vehicle that does not meet safety requirements and will replace it where feasible.

23.2 Prevailing Wage; Union; Project Labor Requirements. Unless a Carver-signed Order Document expressly states that the Services are subject to prevailing wage, Davis-Bacon, state or provincial public works wage, union, project labor agreement, apprenticeship, certified payroll, or similar requirements, those requirements are excluded from Carver's rates. If Customer requires them, or if they are found to apply, the resulting increase in cost is chargeable to Customer as a change under Section 3.4, and Customer will provide the applicable wage determinations and schedules before the Services begin.

23.3 Site Rules; Drug and Alcohol; Security. Carver's personnel will comply with Customer's reasonable written Site rules provided before the Services begin. Carver maintains a drug and alcohol program meeting applicable federal and provincial requirements for commercial drivers. Any additional testing, badging, background check, security clearance, or training required by Customer or a Site owner is chargeable, and the time taken is chargeable.

23.4 Non-Solicitation. During the Services and for 12 months after the last Service, Customer will not, directly or through any agency or Affiliate, solicit for employment or engage any driver, operator, dispatcher, or other employee of Carver who performed Services for Customer, without Carver's prior written consent. If Customer breaches this Section, Customer will pay Carver, as liquidated damages and not as a penalty, an amount equal to 25% of that person's annualized compensation.

23.5 Anti-Corruption; Sanctions. Customer will comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the Canadian Corruption of Foreign Public Officials Act, and all applicable sanctions and export control laws, and will not offer, pay, or receive anything of value to improperly obtain or retain business or any advantage in connection with the Services. Customer represents that neither it nor any of its owners, officers, or consignees is a sanctioned or restricted person.

23.6 Independent Contractor. Carver is an independent contractor. Nothing in these Terms creates a partnership, joint venture, agency, employment, or fiduciary relationship between the parties, or makes any Carver driver or operator an employee, borrowed servant, or agent of Customer.

24. Confidentiality; Telematics and Data; Publicity

24.1 Confidentiality. Carver's rates, Rate Sheets, quotations, dispatch and operational data, telematics and GPS data, photographs, and all other non-public information disclosed by Carver are confidential. Customer will not disclose them to any person other than its employees and advisers who need to know them for the Services, and will not use them for any other purpose, including to benchmark or solicit competing services.

24.2 Telematics and Data. Carver collects GPS, telematics, electronic logging device, camera, and operational data from its Equipment and personnel during the Services. That data is Carver's property and confidential information, and Carver may use it for safety, compliance, billing, claims, and operational purposes. Carver will provide extracts reasonably required to substantiate an invoice or a claim. Customer consents to the collection of such data at its Sites and will ensure that its own Site surveillance complies with applicable privacy law as it applies to Carver's personnel.

24.3 Publicity. Customer will not issue any press release or public statement, or use any name, logo, or mark of any member of the Carver Group, without Carver's prior written consent. Carver may identify Customer and the Project as a customer and reference in its marketing and may photograph and film its own Equipment and operations at any Site.

25. Default; Remedies

25.1 Events of Default. Each of the following is a default by Customer: (a) failure to pay any amount when due; (b) failure to provide security, information, insurance certificates, locates, permits, or Project information when required; (c) insolvency, assignment for the benefit of creditors, appointment of a receiver, trustee, or monitor, or commencement of any bankruptcy, insolvency, or restructuring proceeding by or against Customer; (d) any representation by Customer proving to be untrue; (e) any material adverse change in Customer's financial condition or ownership, as determined by Carver; (f) default under Section 14.9; (g) any unsafe or unlawful direction, or any breach of Section 6; or (h) any other breach not cured within 10 days after notice.

25.2 Remedies. On any default, Carver may, in addition to all other rights at law or in equity and without notice except as expressly required by law: (a) suspend or terminate all Services and Work Orders; (b) withdraw all Equipment and personnel from every Site and retake any Equipment under Bare Rental; (c) declare all amounts owed by Customer and its Affiliates immediately due and payable; (d) hold, stop delivery of, or sell any Materials under Section 14.8; (e) require prepayment or security for any further Services; and (f) enforce its lien, bond, trust fund, and security rights. Customer will pay all costs of enforcement, repossession, recovery, storage, and resale, including attorneys' fees. Carver's rights and remedies are cumulative, and the exercise of one does not preclude any other.

26. Assignment; Subcontracting; Affiliates

26.1 By Customer. Customer may not assign, delegate, or transfer any right or obligation under these Terms or any Order Document, whether voluntarily, by operation of law, by merger, or by change of control, without Carver's prior written consent. Any attempted assignment without consent is void.

26.2 By Carver. Carver may assign, delegate, or subcontract any right or obligation, in whole or in part, and may assign or sell any receivable owed by Customer, without Customer's consent. Carver may perform through any Affiliate, and any Affiliate may invoice Customer, in which case that Affiliate has the benefit of these Terms as Carver.

26.3 Subcontracted Carriers and Equipment. Carver may perform any Service through subcontracted motor carriers, owner-operators, or equipment suppliers holding the authority, insurance, and safety ratings required by law. Carver remains the contracting party, and no privity exists, and no claim lies, between Customer and any subcontractor. Where Carver arranges carriage or equipment from a third party as an accommodation and so states on the Order Document, Carver does so as Customer's agent, is not a carrier or supplier, and is not responsible for the acts, omissions, or solvency of the third party.

27. Governing Law; Dispute Resolution

27.1 Governing Law. Except as provided in Section 28, these Terms, each Order Document, and every dispute arising out of or relating to them or to the Services are governed by the laws of the State of New York and, to the extent applicable, the federal laws of the United States (including 49 U.S.C. § 14706 as to interstate carriage), without regard to conflict-of-laws rules. Issues of perfection, priority, and enforcement of liens, security interests, and bond rights are governed by the laws of the jurisdiction where the Materials, the Equipment, or the Project are located.

27.2 Arbitration. Except as provided in Sections 27.3 and 28.9, any dispute, controversy, or claim arising out of or relating to these Terms, any Order Document, or the Services will be finally resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The seat and place of arbitration is New York, New York; the language is English; and the tribunal will consist of one arbitrator with at least 10 years' experience in transportation, construction, or equipment matters. The arbitrator has no authority to award damages excluded by Section 20 or to award relief against any Carver Party in excess of the applicable cap. Judgment on the award may be entered in any court of competent jurisdiction.

27.3 Carver's Court Option; Interim Relief; Liens. Notwithstanding Section 27.2, Carver may, at its election, bring any claim for the collection of amounts invoiced to Customer, for recovery of Equipment, or for enforcement of any lien or security interest, in the state or federal courts sitting in Albany County, New York, or in any court where Customer, its assets, the Equipment, or the Materials are located, and Customer irrevocably submits to the jurisdiction of those courts and waives any objection to venue or forum. Either party may seek interim, conservatory, or injunctive relief from any court of competent jurisdiction without waiving arbitration. Carver may file, perfect, and enforce lien, bond, and trust fund claims in the courts and under the procedures of the jurisdiction of the Project.

27.4 Attorneys' Fees; Confidentiality. If Carver prevails in whole or in part in any arbitration or proceeding against Customer, Customer will pay Carver's attorneys' fees, expert fees, arbitration fees, and costs. The existence, content, and result of any arbitration are confidential, except as required to enforce or challenge an award or by law.

27.5 CLASS AND REPRESENTATIVE WAIVER. ALL CLAIMS MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY. THE PARTIES WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING OR ARBITRATION.

27.6 JURY TRIAL WAIVER. TO THE EXTENT ANY DISPUTE IS LITIGATED IN COURT, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY.

28. Canada Supplement

28.1 Application. This Section 28 applies, in addition to the other provisions of these Terms, to every Service provided by Carver Properties Ltd., Carver Materials Canada Ltd., or any other Canadian member of the Carver Group, and to every Service performed in whole or in part in Canada. In the event of conflict between this Section 28 and any other provision of these Terms, this Section 28 controls as to those Services.

28.2 Governing Law. For the Services described in Section 28.1, these Terms, each Order Document, and every dispute arising out of or relating to them or to the Services are governed by the laws of the Province of New Brunswick and the federal laws of Canada applicable in that province, without regard to conflict-of-laws rules, except that the law of the province where the Project is located governs lien, holdback, and trust rights, and the law of the province where the Services are performed governs any matter that by mandatory provincial law must be governed by that law.

28.3 Interest Act. For the purposes of the Interest Act (Canada), the rate of interest in Section 14.3 of 1.5% per month is equivalent to an annual rate of 18% per annum, calculated on the basis of a 365-day year, and Customer acknowledges that this disclosure satisfies section 4 of that Act.

28.4 Taxes. Customer will pay all GST, HST, PST, and QST applicable to the Services, and will provide its registration numbers and any applicable exemption documentation before invoicing. Carver will state its registration numbers on its invoices.

28.5 Currency. Rates and charges for Services performed in Canada are in Canadian dollars unless the Order Document specifies otherwise, and every reference to a United States dollar amount in Sections 15.5, 19.2, and 20.2 is to be read as the Canadian dollar equivalent at the Bank of Canada daily exchange rate on the date of the Work Order.

28.6 Cargo Liability in Canada. For Materials carried as a motor carrier in Canada, Carver's liability for loss of or damage to the Materials is limited to the lesser of the value of the lost or damaged portion at the place and time of shipment and CAD 4.41 per kilogram computed on the total weight of the lost or damaged portion, unless a higher value is declared on the face of the contract of carriage and the additional charge is paid, consistent with the uniform conditions of carriage prescribed under the applicable provincial motor carrier legislation. Those uniform conditions, to the extent they apply by mandatory law, apply to the carriage, and where these Terms are more favorable to Carver than those conditions permit, these Terms apply to the fullest extent the conditions permit.

28.7 Carrier and Safety Regulation. Carver's drivers and vehicles comply with the Motor Vehicle Transport Act (Canada), the National Safety Code, the Commercial Vehicle Drivers Hours of Service Regulations, and the applicable provincial motor carrier, highway, and vehicle weights and dimensions legislation, and Section 4.8 is to be read accordingly. Customer, as the person who controls a Site in Canada, will comply with the obligations of an owner, employer, or constructor under the applicable provincial occupational health and safety legislation, including the Occupational Health and Safety Act (New Brunswick) and the requirements of WorkSafeNB where the Site is in New Brunswick.

28.8 Liens and Security. Carver reserves all rights under the Construction Remedies Act (New Brunswick), the Builders' Lien Act (Nova Scotia), and the lien, holdback, and trust legislation of any other province where the Project is located, and Section 14.7 applies to those rights. Carver's lien under Section 14.8 is in addition to any lien under the Warehouse Lien Act, the Repairers' Lien Act, or similar legislation of the applicable province. Any security interest granted to Carver is governed by the Personal Property Security Act of the applicable province, and Customer waives any right to receive a copy of any financing statement, verification statement, or registration confirmation.

28.9 Dispute Resolution in Canada. For the Services described in Section 28.1, Section 27.2 is replaced by the following: any dispute, controversy, or claim arising out of or relating to these Terms, any Order Document, or the Services will be finally resolved by binding arbitration administered by the ADR Institute of Canada, Inc. under its Arbitration Rules, before a single arbitrator, seated in Saint John, New Brunswick, in the English language. Section 27.3 applies with the substitution of the Court of King's Bench of New Brunswick for the courts named in that Section, and Sections 27.4 and 27.5 apply. Section 27.6 applies to the extent a jury trial would otherwise be available.

28.10 Sale of Goods and Consumer Legislation. To the fullest extent permitted by law, the implied conditions and warranties under the Sale of Goods Act and any consumer protection, business practices, or similar legislation of each province are excluded, and Section 17 applies as a disclaimer of conditions as well as warranties. Customer confirms that it obtains the Services for business purposes and not as a consumer.

28.11 Privacy. Each party will comply with the Personal Information Protection and Electronic Documents Act (Canada) and applicable provincial privacy legislation in relation to any personal information of the other party's personnel collected in connection with the Services, including telematics, camera, and Site surveillance data.

28.12 Language. The parties have expressly required that these Terms and all related documents be drawn up in English. Les parties ont expressément exigé que les présentes conditions et tous les documents qui s'y rattachent soient rédigés en anglais.

29. General

29.1 Entire Agreement. These Terms, the Terminal Documents, the Rate Sheet, the applicable Order Documents, and any credit documents under Section 1.8 are the entire agreement between the parties regarding the Services and supersede all prior and contemporaneous proposals, negotiations, representations, and communications, written or oral. Customer has not relied on any representation not expressly set out in a Carver-signed Order Document.

29.2 No Oral Modification; Waiver. No modification, amendment, or waiver is effective unless in a writing signed by an authorized officer of Carver. No failure or delay by Carver in exercising any right, and no course of dealing, operates as a waiver. A waiver on one occasion is not a waiver on any other.

29.3 Severability. If any provision of these Terms is held invalid or unenforceable in any jurisdiction, it will be narrowed to the minimum extent necessary to make it enforceable, and the remaining provisions, and the provision in every other jurisdiction, continue in full force.

29.4 Survival. Sections 3.6, 5.9, 6.3, 6.5, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 23.4, 24, 25, 27, 28, and 29 survive completion of the Services, payment, cancellation, and termination.

29.5 No Backcharges. Customer has no right to backcharge Carver for any labor, equipment, materials, testing, standby, delay, or other cost unless pre-approved in a writing signed by an authorized officer of Carver, and any purported backcharge is void.

29.6 Time; No Exclusivity. Time is of the essence with respect to every obligation of Customer. Nothing in these Terms, any Rate Sheet, or any Order Document obliges Carver to supply any minimum quantity of Services or to reserve Equipment or personnel for Customer, or restricts Carver from providing Services to any other person, including Customer's competitors.

29.7 Electronic Business; Notices. The parties consent to conduct business electronically and agree that electronic signatures, electronic Order Documents, electronic tickets, and electronic records are binding and admissible to the fullest extent permitted by law. Customer consents to receive invoices and notices by email. Notices to Carver must be in writing and delivered by hand, nationally recognized courier, or certified or registered mail to Legal Department, Carver Companies, 26 Corporate Circle, Albany, New York 12203, United States, with a copy by email to legal@carvercompanies.com. Email to Carver is a courtesy copy only and is not notice unless an authorized officer of Carver acknowledges it in writing. Notices to Customer may be given by email or by any method above to the address on the Order Document or last known to Carver and are effective on sending.

29.8 No Third-Party Beneficiaries. These Terms benefit only Customer and the Carver Parties. No owner, contractor, consignee, lender, surety, or other person has any right to enforce them, and no flow-down, pass-through, or incorporation of Customer's prime contract, subcontract, project specifications, or owner requirements binds Carver unless an authorized officer of Carver expressly agrees in a signed writing.

29.9 Remedies Cumulative; Language. All rights and remedies of Carver are cumulative and in addition to those available at law, in equity, or under the Terminal Documents. These Terms are written in English. Any translation is for convenience only, and the English version controls.

End of Terms