CARVER COMPANIES

STANDARD TERMS FOR SCALE CLERK SERVICES

Scale Operation and Weighing Services
Effective November 10, 2026

These Standard Terms for Scale Clerk Services govern the supply of scale clerk and weighing services by Carver Companies and its affiliates. They are referenced by, and incorporated into, each quotation, offer letter, letter agreement, work order or similar document issued by Carver, whether by hyperlink, URL or express reference, and are published at www.carvercompanies.com/about-us/port-tariff-information. **By signing, acknowledging or confirming any such document, by giving a Clerk access to the Scale, or by accepting or using any Services, Customer agrees to these Terms in full.** Customer should read them carefully. Capitalized terms have the meanings given in Section 1.

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PART A – GENERAL TERMS

1. Definitions and Interpretation

1.1 Definitions. In these Terms, the following terms have the meanings set out below.

"Affiliate" means any person or entity that directly or indirectly controls, is controlled by, or is under common control with a party.

"Agreement" means the Order together with these Terms, as described in Section 2.3.

"Applicable Law" means every federal, state and local statute, regulation, code, ordinance, permit, order and requirement of a Governmental Authority that applies to a party, the Scale, the Scale Site, the Materials or the Services.

"Carver" means the Carver Companies contracting entity identified in the Order.

"Carver Parties" means Carver, its Affiliates, and their respective subcontractors, labor providers, insurers, officers, directors, members, employees (including each Clerk), agents and representatives.

"Clerk" means each individual Carver supplies to perform the Services.

"Confidential Information" means the Order, the Fees, Carver's proposals and pricing, and all other non-public information of Carver or its Affiliates that Customer receives in connection with the Services.

"Customer" means the person or entity identified as the customer in the Order.

"Customer Parties" means Customer, its Affiliates, and their respective employees, agents, contractors, drivers, haulers, suppliers, buyers, invitees and visitors, and anyone else at the Scale Site other than the Carver Parties.

"Fees" means the charges stated in the Order and every other amount payable to Carver under the Agreement.

"Governmental Authority" means any federal, state, county, municipal or other governmental, regulatory or enforcement body, court or official, including any weights and measures official.

"Losses" means all claims, demands, actions, liabilities, damages, losses, fines, penalties, assessments, judgments, settlements, interest, costs and expenses of every kind, including reasonable attorneys' and professional fees and the cost of enforcing any right under the Agreement.

"Materials" means scrap metal and any other material, commodity, goods or load carried in or on a Vehicle.

"Order" means each quotation, proposal, offer letter, letter agreement, work order, rate sheet or similar document issued by Carver for Services that references or incorporates these Terms.

"Scale" means the truck scale identified in the Order, with its weighbridge, load cells, indicators, displays, ticket printers, cameras, intercoms, traffic controls, software, scale house and connected systems.

"Scale Site" means the Scale, the scale house, their approaches, and any other place where a Clerk performs the Services.

"Service Hours" means the hours stated in the Order.

"Services" means operating the Scale and recording the weights it displays for the Vehicles described in the Order, and any other service Carver agrees in writing to provide under the Agreement.

"Terms" means these Standard Terms for Scale Clerk Services, together with every Exhibit, as amended by Carver from time to time in accordance with Section 25.1.

"Vehicle" means any truck, trailer, container or other vehicle or equipment presented for weighing.

"Weight Records" means weight tickets, scale logs, reports and every other record of a weighing made on the Scale, in any form.

1.2 Interpretation. Headings are for convenience only and do not affect interpretation. "Including" and "includes" mean including without limitation. References to a Section, Part or Exhibit are to those of these Terms. The words "shall" and "will" are mandatory. Any rule of construction that ambiguities are resolved against the drafting party does not apply, and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of authorship.

2. The Agreement; Formation; Order of Precedence

2.1 Carver's terms control. These Terms are the only terms that govern the supply of the Services by Carver to Customer. They apply to the exclusion of any other terms that Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any terms in Customer's purchase order, vendor form, supplier portal, click-through, site rule, acknowledgment or similar document are expressly rejected and are void, of no effect, and not binding on Carver, regardless of when submitted and even if Carver does not object, signs or acknowledges the document, performs the Services or accepts payment.

2.2 Acceptance by conduct; incorporation by hyperlink. These Terms are incorporated into each Order by reference, including by hyperlink or URL. Customer accepts and is bound by the Agreement upon the earliest of: (a) signing, acknowledging or confirming the Order; (b) issuing a purchase order, instruction to proceed or request for Services; (c) giving a Clerk access to the Scale or the Scale Site; or (d) accepting or using any Services. Any such act constitutes acceptance of these Terms without modification.

2.3 Entire agreement. The Order and these Terms together constitute the entire agreement between Carver and Customer for the Services (the "Agreement") and supersede all prior or contemporaneous understandings, proposals, negotiations, representations and communications about them, whether written or oral. Customer has not relied on any statement that is not set out in the Agreement.

2.4 Order of precedence. In the event of conflict, the following controls, from highest to lowest: (a) a written agreement for the Services signed by an authorized officer of Carver that expressly states it overrides these Terms; (b) the Order issued by Carver; (c) any applicable Exhibit; (d) Part B; and (e) Part A.

2.5 Stand-alone terms. These Terms stand alone. Carver's Port Tariff and other published terms do not govern the Services unless the Order says so. Nothing in the Agreement changes the tariffs, rules and terms that apply to persons, vehicles and cargo on property of Carver or its Affiliates.

3. Orders; No Exclusivity; Planning Assumptions

3.1 Orders. Carver will provide the Services described in the Order. Carver is not obliged to issue or accept any Order, to extend or renew any Order, or to provide any service that is not described in an Order.

3.2 No exclusivity. The Services are not exclusive. Carver and its Affiliates may provide the same or similar services to any person, including Customer's competitors, suppliers and buyers.

3.3 Planning assumptions. Any truck volume, throughput, queue time, turnaround time or similar figure discussed between the parties is a planning assumption only. It is not a guarantee, warranty, service level or performance commitment by Carver, and no failure to achieve it is a breach.

4. Fees; Additional Charges; Adjustments

4.1 Fees. Customer will pay the Fees stated in the Order. Fixed Fees are payable in full whether or not Vehicles arrive, the Scale is working or Customer's operation is open, and are not reduced for low volume, Scale downtime, weather, breaks or any suspension permitted by the Agreement.

4.2 Additional charges. In addition to the Fees stated in the Order, Customer will pay or reimburse: (a) work outside the Service Hours and any overtime, weekend, holiday or call-out time, at the agreed rate or, if none has been agreed, at Carver's then-current rates; (b) time spent by a Clerk outside the Service Hours on training, induction, testing, badging or meetings that Customer requires; (c) site-specific safety, compliance, licensing or regulatory costs; (d) third-party charges reasonably incurred for the Services; (e) additional cost caused by inaccurate or incomplete information from Customer or by a change in Applicable Law; and (f) the attorneys' fees, collection costs and enforcement costs Carver incurs in connection with Customer's default.

4.3 Fee adjustments. Fees stated in the Order are fixed for the initial term stated there. For any later period, Carver may change the Fees on thirty (30) days' written notice.

5. Invoicing; Payment; No Setoff; Credit

5.1 Invoicing. Unless the Order says otherwise, Carver will invoice the Fees monthly in advance and any additional charges in arrears.

5.2 Payment; no setoff. Every invoice is due and payable in full within thirty (30) days from the invoice date, in U.S. dollars, without setoff, deduction, back-charge, retention, defense or counterclaim of any kind, including on account of any other claim or dispute between Customer and Carver or any of their Affiliates.

5.3 Invoice disputes. Customer must dispute an invoice in writing, with reasons, within ten (10) days after the invoice date. An invoice not disputed in that time is deemed accepted. Customer will pay the undisputed part of any disputed invoice on time and will continue to perform its obligations notwithstanding the dispute.

5.4 Late payment. Any amount not paid when due accrues interest at the lesser of one and one-half percent (1.5%) per month and the maximum rate permitted by Applicable Law, from the due date until paid in full. Acceptance of a partial payment is not a waiver, an accord and satisfaction or a variation unless Carver expressly agrees in writing.

5.5 Credit; security. If Customer fails to pay any amount when due, or if Carver reasonably deems itself insecure, Carver may require prepayment, a deposit or other security, suspend or refuse Services, revoke credit, accelerate all sums due or terminate the Agreement, in each case without liability to Customer.

6. Taxes

6.1 Taxes excluded. The Fees exclude all present and future sales, use, gross receipts and similar taxes, duties, levies and governmental charges arising from the Services, which Customer will pay or reimburse on demand.

6.2 Withholding. Customer will not withhold tax from any amount due to Carver unless Applicable Law requires it, and will then gross up the payment so that Carver receives the full amount it would have received without the withholding.

7. Changes

7.1 Changes requested by Customer. Customer may request a change to the Services, the Service Hours or the number of Clerks by written request to Carver's operations contact named in the Order. Carver is not

obliged to agree. No change is effective until Carver confirms it in writing, together with any adjustment to the Fees.

7.2 Changed conditions. If actual conditions at the Scale Site differ materially from those described to Carver, or Carver reasonably determines that the scope, risk profile or operating circumstances of the Services have changed, Carver may revise the Fees, staffing and Service Hours on written notice, and need not continue to perform until Customer agrees.

8. Confidentiality; Publicity

8.1 Carver's Confidential Information. Customer will keep the Confidential Information confidential, use it only for the purposes of the Agreement, and not disclose it to any third party without Carver's prior written consent, except as required by Applicable Law and then only after prior notice to Carver where legally permitted.

8.2 Customer's information. Carver will use the non-public supplier, pricing and other business information a Clerk sees in the course of the Services only to perform the Services and administer the Agreement, and will not disclose it to third parties except to its Affiliates, advisers and insurers, as required by Applicable Law, or in connection with a claim.

8.3 Publicity. Customer will not use the name, logo or marks of Carver or its Affiliates, or refer to the Services, in any press release, marketing material or public statement without Carver's prior written consent.

9. Data; Systems; Information Security

9.1 Customer systems. Customer is solely responsible for the security, integrity, availability, back-up and lawful use of the Scale software, its other systems and its data, including personal information about drivers and suppliers. Each Clerk will use only the access and credentials Customer provides.

9.2 No liability for data. Carver is not liable for any loss, corruption, unavailability or unauthorized disclosure of data, or for any failure, outage or breach of Customer's systems, that is not caused solely by Carver's gross negligence or willful misconduct.

9.3 Carver's copies. Carver may keep copies of Weight Records and related data to administer the Agreement, respond to claims and comply with Applicable Law.

10. Compliance with Laws; Business Ethics

10.1 Compliance. Each party will comply with Applicable Law in performing the Agreement. Customer will obtain and maintain every permit, license, registration and approval that its business, the Scale and the Scale Site require.

10.2 No false records. Customer will not ask, induce or allow any Clerk to record, issue, alter, void or re-date anything that is false, misleading or unlawful, and will tell Carver immediately if any Customer Party attempts to do so.

10.3 No gifts or inducements. Customer will not offer or give any payment, gift, hospitality or other benefit to a Clerk, and will tell Carver immediately if any Customer Party does so or if a Clerk asks for one.

11. Insurance

11.1 Customer's insurance. Customer will maintain, at its sole cost, for as long as the Services continue and for one (1) year after: (a) commercial general liability insurance of at least $1,000,000 per occurrence and $2,000,000 in the aggregate, covering its operations at the Scale Site; (b) automobile liability insurance of at least $1,000,000 per accident; (c) workers' compensation and employer's liability insurance for its

own personnel as Applicable Law requires; and (d) property insurance on the Scale and its other property at the Scale Site.

11.2 Additional insured; primary; waiver of subrogation. Customer's liability policies will name Carver and its Affiliates as additional insureds, be primary and non-contributory to any insurance carried by them, and waive subrogation against them. Customer will provide certificates of insurance and the relevant endorsements on request, and will give Carver thirty (30) days' prior written notice of any cancellation or material change.

11.3 Carver's insurance. Carver will maintain workers' compensation insurance for each Clerk as Applicable Law requires. Carver's procurement of any insurance does not create a presumption of liability, expand any duty or reduce any protection given to Carver in the Agreement.

11.4 No limitation. Customer's insurance does not limit its obligations or liabilities under the Agreement.

12. Indemnification

12.1 General indemnity. Customer will defend, indemnify and hold harmless the Carver Parties from and against all Losses, whether third-party, governmental, contractual, tort-based, statutory or otherwise, arising out of or relating to: (a) the Scale, the Scale Site, any Vehicle or any Materials; (b) any Weight Record, or any payment, charge, credit, settlement, report or decision based on one; (c) the acts, omissions, instructions, negligence, breach or misconduct of any Customer Party; (d) any inaccuracy, incompleteness or delay in information or procedures supplied by Customer; (e) unsafe conditions, hazardous or prohibited Materials, contamination or any violation of Applicable Law not caused solely by Carver; (f) any injury, illness, death or property damage at or around the Scale Site; (g) any claim that a Clerk is an employee, joint employee, special employee or agent of Customer; and (h) any claim by a supplier, hauler, driver, buyer, Governmental Authority or other third party connected with Customer, the Materials, the Scale or the Services.

12.2 Scope. The indemnity in Section 12.1 applies even where the Losses arise in whole or in part from the ordinary negligence of a Carver Party. It does not apply to the extent Losses are finally determined by a non-appealable judgment to have been caused solely by Carver's gross negligence or willful misconduct.

12.3 Defense; settlement. Customer's duty to defend arises immediately on demand and is independent of its duty to indemnify. Customer will not enter into any settlement that imposes liability, an admission or an obligation on a Carver Party without Carver's prior written consent.

12.4 No indemnity by Carver. Carver gives no indemnity under the Agreement. Nothing in the Agreement is a written agreement by Carver to indemnify or contribute for the purposes of Section 11 of the New York Workers' Compensation Law.

13. Limitation of Liability

13.1 Customer liability not limited. Nothing in the Agreement excludes or limits Customer's liability to the Carver Parties.

13.2 CARVER LIABILITY CAP. TO THE FULLEST EXTENT PERMITTED BY LAW, CARVER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SERVICES OR THE AGREEMENT, UNDER ANY THEORY OF LIABILITY, WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, INDEMNITY OR OTHERWISE, WILL NOT EXCEED THE FEES ACTUALLY PAID TO CARVER FOR THE SERVICES PERFORMED IN THE THREE (3) MONTHS IMMEDIATELY BEFORE THE EVENT GIVING RISE TO THE CLAIM.

13.3 NO CONSEQUENTIAL DAMAGES AGAINST CARVER. TO THE FULLEST EXTENT PERMITTED BY LAW, CARVER WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, INCLUDING LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF USE, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF DATA, DELAY DAMAGES, REPUTATIONAL HARM OR LOST MARKET, AND CUSTOMER WAIVES ALL SUCH DAMAGES.

13.4 APPLICATION. THE LIMITATIONS IN THIS SECTION APPLY TO ALL CLAIMS IN THE AGGREGATE AND FOR THE BENEFIT OF EVERY CARVER PARTY. THEY APPLY EVEN IF ANY EXCLUSIVE OR LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND EVEN IF CARVER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY HIGHER CAP OR DIFFERENT ALLOCATION OF RISK MUST BE EXPRESSLY AGREED IN A WRITING SIGNED BY AN AUTHORIZED OFFICER OF CARVER AND MAY REQUIRE ADDITIONAL PRICING.

13.5 Preservation. Nothing in the Agreement excludes or limits liability for gross negligence or willful misconduct, or any other liability that cannot lawfully be excluded or limited. Customer agrees that the Fees reflect this allocation of risk and that Carver would not provide the Services without it.

14. Claims Notice; Time Bar

14.1 Notice of claims. Without limiting Section 34, Customer must give Carver written notice of any claim, dispute, incident or alleged Loss arising out of or relating to the Services within seven (7) calendar days after the occurrence giving rise to it, failing which the claim is waived.

14.2 Time bar. Any lawsuit or other proceeding by Customer against a Carver Party arising out of or relating to the Services or the Agreement must be commenced within one (1) year after the event giving rise to the claim. A claim not commenced within that period is permanently barred.

14.3 Condition. Carver has no liability for any claim unless Customer has fully and timely paid all undisputed invoices due to Carver.

15. Independent Contractor

15.1 Relationship. Carver performs the Services solely as an independent contractor. Nothing in the Agreement creates a partnership, joint venture, agency, fiduciary, employment or other special relationship between Carver and Customer, and neither party has authority to bind the other.

15.2 Clerks are Carver's personnel. Each Clerk is and remains an employee or contractor of Carver. Carver is responsible for the Clerk's wages, payroll taxes, benefits and workers' compensation cover. Nothing in the Agreement makes a Clerk an employee, joint employee, special employee, borrowed servant or agent of Customer.

16. Assignment; Subcontracting

16.1 Customer. Customer may not assign, transfer or delegate any right or obligation under the Agreement without Carver's prior written consent. Any purported assignment in violation of this Section is void.

16.2 Carver. Carver may assign the Agreement to an Affiliate or to a successor to the relevant business, and may perform the Services itself or through Affiliates, subcontractors or labor providers, at its discretion.

16.3 Protections extend. Every protection, exclusion, defense, disclaimer, limitation of liability and indemnity given to Carver in the Agreement also applies to, and may be enforced by, each of the Carver Parties.

17. Term; Suspension; Termination

17.1 Term; renewal. The Agreement starts on the start date stated in the Order (or, if none, when the Services begin) and runs for the term stated there. If Carver continues the Services after that term at Customer's request, the Agreement continues month to month on the same terms, subject to Section 4.3, until either party terminates it on thirty (30) days' written notice or Carver terminates it under this Section.

17.2 Termination for convenience. Unless the Order says otherwise, Carver may terminate the Agreement at any time, for any reason or none, on seven (7) days' written notice.

17.3 Suspension or termination for cause; insolvency. Carver may suspend the Services or terminate the Agreement immediately on notice if: (a) Customer fails to pay any amount when due; (b) Customer breaches the Agreement or any other agreement with Carver or its Affiliates; (c) Carver reasonably determines that the Services have become unsafe, unlawful, commercially impractical or materially more burdensome; (d) Customer becomes insolvent, ceases to trade, has a receiver appointed or becomes subject to any bankruptcy, reorganization or similar proceeding, or Carver reasonably deems itself insecure; or (e) any Customer Party interferes with the Services, mistreats a Clerk, or asks a Clerk to record or issue anything false.

17.4 Termination by Customer. Customer may terminate the Agreement by written notice if Carver materially breaches it and does not cure the breach within thirty (30) days after written notice describing the breach in reasonable detail.

17.5 Effect. On suspension or termination, Customer will pay immediately for all Services performed to the effective date and all other amounts due. Where Carver terminates under Section 17.2, it will refund Fees prepaid for the period after the effective date. Where Carver suspends or terminates under Section 17.3, Fees prepaid for the then-current month are not refundable.

17.6 No reliance; no liability. Customer accepts that the Services can be suspended or terminated at short notice as set out in the Agreement. Customer will at all times keep its own means of operating the Scale and will not depend on Carver for the continuity of its business. Carver has no liability of any kind for suspending or terminating the Services in accordance with the Agreement, and has no duty to train or hand over to any replacement.

18. Force Majeure

18.1 Relief. Carver is not liable for any delay, suspension, interruption or failure to perform resulting from any event or circumstance beyond its reasonable control, including weather, ice, flood, fire, explosion, epidemic, labor shortage, labor dispute, casualty, war, terrorism, civil unrest, governmental action, court order, site closure, access restriction, Scale failure, utility or systems interruption, and the acts or omissions of any Customer Party.

18.2 Effect. Any such event entitles Carver to an equitable adjustment of schedule, staffing and affected commercial terms. No such event excuses or delays any payment obligation of Customer.

19. Records

19.1 Customer's records. Customer will keep the Weight Records, the Scale test and sealing records and its weighing procedures for the period Applicable Law requires and in any event for at least three (3) years, and will give Carver copies on request where Carver needs them to respond to a claim, an inquiry by a Governmental Authority or a dispute under the Agreement.

19.2 Carver's records. Carver's time and attendance records for each Clerk are conclusive evidence of the Services performed, absent manifest error.

20. Non-Solicitation

20.1 Restriction. During the Agreement and for twelve (12) months after it ends, Customer and its Affiliates will not solicit, hire or engage any Clerk, directly or indirectly, without Carver's prior written consent.

20.2 Placement fee. If Customer or an Affiliate hires or engages a Clerk in breach of Section 20.1, Customer will pay Carver, as a reasonable placement fee and not a penalty, an amount equal to three (3) months of the Fees.

21. Relationship to Other Dealings; No Property Rights

21.1 Separate dealings. The Services are separate from every other agreement, dealing, claim and dispute between Customer and Carver or any of their Affiliates.

21.2 No admission or waiver. The Agreement, and its performance, suspension or termination, is not an admission, a waiver, an election or a course of dealing in relation to any other matter, and may not be relied on as one.

21.3 No property rights. The Agreement does not create, enlarge, confirm or form part of any lease, license, easement or other right to enter, occupy, possess or use any property of Carver or its Affiliates.

22. Notices

22.1 Form. Notices under the Agreement must be in writing and delivered by nationally recognized overnight courier or by certified mail, return receipt requested, to the address stated in the Order, and are effective on receipt.

22.2 Notices to Carver. Notices to Carver must be addressed to Carver Companies, Attention: Chief Legal Officer, 26 Corporate Circle, Albany, New York 12203, with a copy by email to legal@carvercompanies.com. An email alone is not notice to Carver.

22.3 Notices by Carver. Carver may also give any notice, including a notice of suspension or termination, by email to Customer's contact stated in the Order or to any address from which Customer has corresponded about the Services.

23. Governing Law; Jurisdiction; Venue; Jury Waiver

23.1 Governing law. The Agreement and all matters arising out of or relating to the Services are governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws rules.

23.2 Exclusive jurisdiction and venue. Customer irrevocably submits to the exclusive jurisdiction of the state courts located in Albany County, New York and the United States District Court for the Northern District of New York for all disputes arising out of or relating to the Services or the Agreement, and waives any objection based on personal jurisdiction, venue, inconvenient forum or similar grounds.

23.3 JURY TRIAL WAIVER. EACH PARTY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR RELATING TO THE SERVICES OR THE AGREEMENT.

23.4 Equitable and collection relief. Carver may seek injunctive relief, collection relief or provisional remedies in any court of competent jurisdiction.

23.5 No consolidation. A dispute under the Agreement will be determined on its own and will not be joined or consolidated with any other proceeding between the parties or their Affiliates without Carver's prior written consent.

24. Remedies Cumulative

24.1 Cumulative remedies. Carver's rights and remedies under the Agreement are cumulative and are in addition to every other right and remedy available at law or in equity. The exercise of one does not preclude the exercise of any other.

25. General Provisions

25.1 Amendment; website updates. Carver may amend these Terms from time to time by posting revised Terms at its designated website link. The version in effect on the date of the Order applies for the life of that Order, and revised Terms apply to every later Order and to any renewal or month-to-month continuation that begins after the posting date. Otherwise, the Agreement may be varied only by a written instrument signed by an authorized officer of Carver.

25.2 Waiver. No waiver by Carver is effective unless in writing and signed by an authorized officer of Carver. No failure or delay by Carver in exercising a right operates as a waiver of it.

25.3 Severability. If any provision of the Agreement is held invalid or unenforceable, the remaining provisions remain in full force, and the invalid provision will be modified to the minimum extent necessary to make it enforceable while preserving its intent.

25.4 No third-party beneficiaries. The Agreement is for the sole benefit of the parties and their successors and permitted assigns, save that each Carver Party may enforce the provisions that benefit it.

25.5 Counterparts; electronic acceptance. The Order may be signed electronically and in counterparts. Electronic acceptance, including acceptance by conduct under Section 2.2, has the same effect as a signature.

25.6 Survival. Sections 5, 6, 8, 9, 12, 13, 14, 17.5, 17.6, 19, 20, 21, 23, 24 and 25, Sections 33, 34 and 38 through 40, and every other provision that by its nature should survive, survive the expiry or termination of the Agreement.

PART B – ADDITIONAL TERMS FOR SCALE CLERK SERVICES

Part B applies, in addition to Part A, to all Services.

26. Performance of the Services

26.1 Supply of Clerks. Carver will supply the number of Clerks stated in the Order (and one Clerk if none is stated) to perform the Services during the Service Hours.

26.2 Standard. Carver will perform the Services in a commercially reasonable manner, using reasonable skill and care, consistent with the nature of the Services and the circumstances presented.

26.3 Tasks outside the Services. Any task outside the Services requires Carver's prior written agreement. If a Clerk performs any other task at the request of a Customer Party, it is performed at Customer's sole risk and with the benefit of every protection given to Carver in the Agreement.

27. Services Not Included

27.1 Exclusions. The Services are limited to operating the Scale and recording displayed weights. Unless Carver expressly agrees otherwise in the Order, Carver does not, and has no duty to: (a) inspect, sample, test, grade, classify, sort or value any Materials, or verify their contents, description, quantity, origin, ownership or lawful provenance; (b) screen any Vehicle or Materials for radioactivity, hazardous substances, sealed containers, munitions, contamination or prohibited items; (c) accept, reject, downgrade or apply deductions to any load, or agree prices, terms or payment with any supplier, hauler or buyer; (d)

check the identity, licensing or authority of any driver, supplier or seller, or collect, copy or keep any identification or vehicle information for Customer's regulatory purposes; (e) handle cash, checks or any other form of payment, or make or receive any payment on Customer's behalf; (f) direct traffic, marshal or spot Vehicles, schedule deliveries, or manage Customer's yard, equipment, drivers or haulers; (g) determine whether a Vehicle complies with any road, bridge or axle weight limit, or whether a load is safely secured or covered; (h) maintain, repair, calibrate, test, clean or certify the Scale; (i) prepare, file or keep any report, return, manifest or record that Applicable Law requires of Customer; or (j) provide security, loss prevention, fraud detection or surveillance.

27.2 Customer remains responsible. Customer remains responsible for each of those matters. A Clerk who notices or mentions anything relating to them does so as a courtesy only, and Carver assumes no duty by it.

28. Clerks; Supervision; Conduct

28.1 Selection and replacement. Carver selects each Clerk and may replace, rotate or reassign a Clerk at any time. Customer has no right to a particular individual.

28.2 Absence and cover. Carver will use reasonable efforts to cover sickness, vacation and other absences. Gaps in cover are not a breach, and Carver's only obligation for a full Service Hours day without a Clerk is to credit the Fees for that day pro rata.

28.3 Instructions. Customer may tell a Clerk how its Scale systems work and the order in which Vehicles are to be weighed. Customer will raise every other request, instruction, change or concern with Carver's operations contact named in the Order, and not with the Clerk.

28.4 No authority. A Clerk has no authority to bind Carver or Customer, to vary the Agreement, or to accept any notice. Customer will not hold a Clerk out as having that authority.

28.5 Treatment of Clerks. Customer will treat each Clerk with respect and will not ask a Clerk to do anything unsafe, unlawful or dishonest. Carver may withdraw a Clerk immediately, without liability, from any situation it reasonably considers abusive, unsafe or unlawful.

29. Service Hours; Out-of-Hours Work

29.1 Service Hours. The Services are performed during the Service Hours. Unless the Order says otherwise, the Service Hours exclude weekends and Carver-recognized holidays.

29.2 Breaks. Each Clerk takes the meal and rest breaks required by Applicable Law and Carver policy. Weighing pauses during breaks unless Customer provides its own cover.

29.3 Out-of-hours work. Work outside the Service Hours is subject to Carver's availability and must be agreed in writing in advance. If no rate has been agreed, Carver's then-current overtime, weekend, holiday and call-out rates apply.

29.4 Adjustments. Carver may make reasonable changes to start and finish times on notice to Customer where its operations require it.

30. Customer's Scale, Systems and Scale Site

30.1 Ownership and control. The Scale and the Scale Site belong to or are controlled by Customer. Carver takes no ownership, possession, custody or control of them.

30.2 Customer's obligations. Customer will, at its sole cost and risk: (a) keep the Scale suitable for commercial weighing, correctly installed, maintained, calibrated, tested and sealed as required by Article 16 of the New York Agriculture and Markets Law and every other Applicable Law on weights and measures; (b) arrange and pay for every inspection, test, certification and repair of the Scale, and give

Carver copies of the current test and sealing records on request; (c) hold every license for the Scale software and systems and give each Clerk the user credentials, training and written operating procedures the Clerk needs; (d) provide power, data connectivity, consumables and working equipment; (e) provide a scale house that is weatherproof, heated, lit, ventilated and sanitary, with safe access, seating, drinking water and toilet facilities; (f) keep the Scale Site safe, structurally sound, lawfully available and free of hazards, and separate Vehicle movements from the Clerk's working position; and (g) tell Carver promptly of any defect, hazard, incident, enforcement action or legal restriction affecting the Scale or the Scale Site.

30.3 Reliance. Carver is entitled to rely fully on all information, procedures and instructions supplied by Customer and has no duty to verify them.

30.4 No verification of the Scale. The Clerk records the weight the Scale displays. Carver has no duty to test, check or verify the accuracy, condition or legal status of the Scale and gives no warranty about any of them.

31. Scale Faults; Downtime

31.1 Stopping. If a Clerk believes the Scale is faulty, out of tolerance, unsealed, obstructed or unsafe, the Clerk may stop weighing and will tell Customer. Customer decides whether and when weighing resumes and is responsible for that decision.

31.2 No estimates. A Clerk will not estimate a weight, weigh by any method other than the Scale, or record a weight the Scale did not display.

31.3 Downtime. The Fees continue to accrue in full while the Scale is out of service, slow or unavailable for any reason. Carver has no duty to supply another scale.

32. Weighing Procedures

32.1 Customer's procedures. The Clerk follows Customer's written weighing procedures, so far as they are lawful, safe and within the Services. Where Customer has given none, the Clerk records the gross and, where presented, tare weights as displayed.

32.2 Responsibility for procedures. Customer is responsible for its procedures, including the use of stored or stated tare weights, split or axle weighing, the position of drivers and passengers during weighing, and the treatment of fuel, snow, ice, water, dunnage and packaging.

32.3 Adjustments and voids. The Clerk will not adjust, deduct from, void, reissue or re-date any weighing or Weight Record except on the written instruction of a Customer representative whom Customer has identified to Carver in writing as authorized to give it.

32.4 Queries and disputes. The Clerk does not climb on, enter or open any Vehicle or load. Any query, dispute or irregularity raised by a driver, supplier or anyone else is referred to Customer for Customer to resolve.

33. Weight Records and Tickets

33.1 Customer's records. All Weight Records are Customer's records, issued by Customer in its own name and on its own account. Customer owns them and is responsible for their form, content, retention and production.

33.2 Responsibility to third parties. Customer alone is responsible to its suppliers, haulers, buyers, lenders, insurers and every Governmental Authority for the Weight Records and for every payment, charge, credit, settlement, report or decision based on them.

33.3 No weighmaster unless Exhibit 1 applies. Unless the Order expressly states that Carver will supply a licensed weighmaster, no Clerk acts as a weighmaster, and no Clerk will sign, certify or issue any weight

ticket as a weighmaster. Customer will not represent otherwise to anyone. Customer is responsible for deciding whether any weighing must be made, certified or ticketed by a licensed weighmaster under Applicable Law or under any contract, and for arranging it.

34. Review of Weight Records; Errors

34.1 Review and notice. Customer will review the Weight Records promptly. Customer must give Carver written notice of any claimed error in a weighing or Weight Record, with reasonable detail, within five (5) business days after the weighing.

34.2 Finality. A weighing or Weight Record that is not challenged within that time is final and conclusive as between Carver and Customer.

34.3 Sole remedy. Where Customer gives notice in time and the error was caused by the Clerk, Carver will correct the record or, where the Vehicle and load are still available, re-weigh. Subject to Section 13, that is Customer's sole and exclusive remedy for an error in a weighing or Weight Record.

35. Customer's Regulatory Responsibilities

35.1 Customer's compliance. Customer is solely responsible for complying with Applicable Law in its business, including every law on weights and measures, the purchase, sale, processing and recording of scrap metal and other Materials, the identification of sellers, environmental protection, vehicle weights, transport, tax and reporting.

35.2 No responsibility on Carver. Carver has no responsibility for Customer's compliance. Customer will pay any fine, penalty or assessment imposed on a Carver Party because of anything for which Customer is responsible under the Agreement.

36. Hazardous, Radioactive and Prohibited Materials

36.1 Screening. Customer is solely responsible for screening every Vehicle and load and for deciding what it accepts.

36.2 No exposure. Customer will not expose a Clerk to any hazardous, toxic, radioactive, explosive, flammable, contaminated or otherwise dangerous Materials or conditions, and will tell Carver in advance of any that may be present at the Scale Site.

36.3 Refusal. A Clerk may refuse to weigh any Vehicle, and Carver may withdraw the Clerk from the Scale Site, if Carver or the Clerk believes that a Vehicle, load or condition is unsafe or unlawful.

36.4 Consequences. Customer is solely responsible for all consequences of hazardous, undisclosed or prohibited Materials and conditions, including every claim, liability, fine, penalty, cleanup cost, delay and expense.

37. Safety; Stop Work

37.1 Site safety. Customer is responsible for the safety of the Scale Site and for the conduct of the Customer Parties. Customer will give Carver its site rules and emergency procedures before the Services start. Each Clerk follows Carver's safety policies, and where they differ from Customer's site rules, the stricter applies.

37.2 Stop work. Carver may suspend, delay, alter, refuse or stop the Services at any time, without liability, if in its judgment any of the following exists or may exist: (a) unsafe or unlawful conditions; (b) weather or site conditions unsuitable for the Services; (c) a faulty, unsealed or unsuitable Scale; (d) abuse, threats, harassment or violence toward a Clerk; (e) lack of access, congestion, interference or obstruction; (f) missing or inaccurate information or procedures from Customer; (g) an insurance, legal or compliance concern; or (h) any other condition that could expose a Carver Party to material risk.

37.3 Costs. All resulting costs, delays and consequences are borne by Customer, and the Fees continue to accrue.

37.4 Incidents. Customer will tell Carver immediately of any incident, injury, near miss, threat or visit by a Governmental Authority involving a Clerk or the Scale, and will cooperate with Carver's investigation.

38. No Warranty

38.1 DISCLAIMER. EXCEPT AS EXPRESSLY STATED IN SECTION 26.2, CARVER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, PERFORMANCE TO ANY RATE OR METRIC, OR SUITABILITY FOR ANY PARTICULAR OPERATION.

38.2 No guarantees. Carver does not guarantee the accuracy of the Scale or of any weight it displays, any throughput or turnaround time, the absence of error, fraud or loss, the availability of any particular Clerk, or uninterrupted Services.

39. No Custody, Bailment or Agency

39.1 No custody. Carver is not a bailee, warehouseman, carrier, weighmaster of record, inspector, buyer, seller, broker or insurer of any Vehicle or Materials, and never takes custody, possession or control of them.

39.2 Risk of loss. Risk of loss of or damage to the Scale, the Scale Site, every Vehicle and all Materials remains with Customer and the other Customer Parties at all times.

39.3 No agency. Carver does not act as Customer's agent in any dealing with a supplier, hauler, buyer or Governmental Authority, and owes no duty to any of them.

40. Matters for Which Carver Is Not Responsible

40.1 Excluded matters. Without limiting any other provision, Carver has no liability for any Losses arising out of or relating to: (a) any fault, inaccuracy, drift, failure, misuse, tampering or lack of calibration, testing, sealing or certification of the Scale; (b) any failure, error, outage, corruption or breach of Customer's software, systems, data or connectivity; (c) any act, omission, instruction, negligence, fraud or dishonesty of a Customer Party, including any manipulation of a weighing, Vehicle or load; (d) the contents, quality, grade, description, ownership or lawful provenance of any Materials; (e) Customer's procedures, including stored or stated tare weights; (f) any payment, overpayment, underpayment, credit, price adjustment or settlement made or received by Customer; (g) delay, congestion, queueing, demurrage, detention or interruption at the Scale or the Scale Site; (h) any matter listed in Section 27.1; (i) any weighing or Weight Record that became final under Section 34.2; or (j) any suspension, stoppage or termination permitted by the Agreement.

EXHIBIT 1 – LICENSED WEIGHMASTER ADDENDUM

(to Carver Companies Standard Terms for Scale Clerk Services, as amended from time to time)

1. Applicability; Precedence

1.1 Applicability. This Exhibit 1 (the "Weighmaster Addendum") applies only where the Order expressly states that Carver will supply a licensed weighmaster. Where it applies, the individual so supplied (the "Weighmaster") is a Clerk for all purposes of the Terms.

1.2 Incorporation. This Weighmaster Addendum is incorporated into and forms part of the Terms. All provisions of the Terms remain in effect except as expressly modified by it.

1.3 Precedence. In the event of conflict between this Weighmaster Addendum and Part A or Part B, this Weighmaster Addendum controls, but only as to the Weighmaster's duties under Applicable Law.

2. License; Independence

2.1 Personal license. A weighmaster's license is personal to the individual who holds it. Carver does not warrant that any particular individual will be or remain licensed, and may substitute another licensed individual at any time.

2.2 Statutory duties prevail. The Weighmaster's duties under Article 16 of the New York Agriculture and Markets Law and every other Applicable Law prevail over any instruction from a Customer Party, over Customer's weighing procedures and over anything in the Agreement.

2.3 No false tickets. No Customer Party will ask the Weighmaster to make or issue a false or incorrect weight ticket, or use one. The Weighmaster may refuse to weigh, sign or issue in any case of doubt, without liability.

3. Scale Requirements

3.1 Tested and sealed Scale. The Weighmaster will weigh only on a Scale that has been tested and sealed by the responsible weights and measures official. Customer will keep the Scale in that condition and will give Carver evidence of it before the Services start and whenever the Scale is retested.

3.2 Access for officials. Customer will give weights and measures officials access to the Scale and the Scale Site at all reasonable times and will tell Carver immediately of any inspection, rejection, condemnation or stop-use order.

4. Tickets; Records

4.1 Tickets. Each weight ticket the Weighmaster issues will carry the date and the Weighmaster's signature and license number as Applicable Law requires. The Weighmaster certifies only the weight ascertained on the Scale at the time of weighing, and nothing about the contents, quality, ownership or description of any Materials.

4.2 Copies. Carver and the Weighmaster may keep a copy of every weight ticket issued for as long as Applicable Law requires, and Customer will give them the access to its systems needed to do so.

4.3 Customer's records. Subject to Sections 4.1 and 4.2 of this Weighmaster Addendum, the Weight Records remain Customer's records and Section 33 of the Terms continues to apply.

5. Fees

5.1 Weighmaster premium. Customer will pay the additional Fees stated in the Order for the supply of a Weighmaster and will reimburse the cost of obtaining and renewing each license required for the Services.

6. Risk Allocation

6.1 Terms apply in full. The supply of a Weighmaster does not enlarge Carver's liability. Sections 12, 13, 14, 34 and 38 through 40 of the Terms apply in full to the Weighmaster's services, and each Weighmaster is a Carver Party.

6.2 Indemnity. Without limiting Section 12 of the Terms, Customer will defend, indemnify and hold harmless the Carver Parties from and against all Losses arising out of any inaccuracy of the Scale, any instruction or procedure of a Customer Party, and any use of or reliance on a weight ticket by any person.

7. Term; Survival

7.1 Term. Carver may withdraw the Weighmaster, and revert to supplying a Clerk who is not a weighmaster, on seven (7) days' written notice, or immediately if the Scale ceases to be tested and sealed or the Weighmaster's license lapses or is suspended.

7.2 Survival. All provisions of this Weighmaster Addendum that by their nature should survive will survive completion or termination of the Services.

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