

**CARVER LOGISTICS DELIVERY SERVICES – TERMS & CONDITIONS (v1.1 –
Carver Protective Form)
Effective: January 1, 2025**

1. Application; Incorporation. These terms (“T&Cs”) govern over-the-road transportation, drayage, and related accessorial services performed by Carver Maritime, LLC or its affiliates (“Carver”) for a customer (“Customer”). If incorporated into a master agreement, order, or amendment (the “Governing Contract”), these T&Cs apply to the extent not inconsistent. Order of precedence (most to least): (1) a signed amendment or service order expressly modifying rates/terms for a specific lane or project; (2) the Governing Contract; (3) these T&Cs; (4) any quote or proposal.
2. Definitions. “Shipment” means a single truckload tender. “Net Ton” means 2,000 lbs. net commodity weight. “Standby/Detention” means time a truck is held beyond included free time at load or delivery. “FSC” means fuel surcharge.
3. Services & Standard. Services are provided as a non-exclusive, non-guaranteed carriage; pickup/delivery times are estimates only and not guarantees. No minimum volume or capacity commitment unless expressly stated in a signed writing.
4. Scheduling; Appointments; Dry Runs. Customer will book appointments and provide accurate site hours/instructions. If a truck is refused, cannot be loaded/unloaded when presented, or is turned due to site conditions or misdeclared cargo, dry-run and standby charges apply at posted rates.
5. Equipment; Cleanouts; Special Handling. Equipment (tractor/trailer type) is at Carver’s discretion unless the Governing Contract specifies otherwise. Washouts/cleanouts, special fittings, tarps, and non-standard equipment are billable.
6. Shipper Load & Count; Bulk Variances. Shipments are SLC/“shipper load and count.” For bulk, quantity is determined by certified scale weights. Normal handling variances for bulk up to 0.25% of manifested net weight per Shipment are deemed ordinary course and not a shortage/loss. Customer must ensure proper loading, safe product flow, and that valves/doors/adjusters are secure.
7. Hazardous/Sensitive Materials. Customer must identify hazardous or sensitive materials in writing before tender, provide SDS and special handling instructions, and certify legal packaging/markings. Carver may refuse any tender at its discretion.
8. Rates; Accessorials; FSC; Regulatory Pass-Through. Rates and included time are as stated in the Governing Contract or applicable service order. Unless otherwise stated: 30 minutes included at delivery; standby thereafter billed in 15-minute increments. An FSC applies using the U.S. DOE/EIA On-Highway Diesel (U.S. average) baseline posted with these T&Cs; Carver may update prospectively on 5 business days’ notice. Regulatory/tax/toll/wage/insurance changes materially impacting cost may be passed through on 5 business days’ notice.
9. Credit; Payment; No Setoff; Suspension; Lien. Invoices are due Net 30 from date of invoice. Past-due balances accrue 1.5% per month (or lawful maximum) starting on day 46 after the due date. No setoff, deduction, or chargeback is permitted. Carver may suspend service or require prepayment/security upon late payment, adverse credit, or reasonable insecurity. Carver holds a carrier’s lien on cargo and documents for unpaid charges and may recover reasonable collection and attorneys’ fees.

10. Subcontracting. Carver may use qualified subcontracted motor carriers (active authority, insurance, and safety compliance). Carver remains the contracting party; no privity or claims lie against a subcontractor by Customer.
11. Risk of Loss; Disclaimers. While in Carver's possession, cargo risk is as limited below. Carver is not liable for loss/damage caused by: inherent vice; ordinary handling variances; moisture or temperature not expressly assumed by Carver; pests/contamination not caused by Carver; overweight or unsafe loading directed by Customer; acts/omissions of Customer or site personnel; strikes; embargoes; closures; or other Force Majeure.
12. Cargo Claims – Notice & Time Bars. Visible loss/shortage must be specifically noted on delivery receipt at delivery. Concealed loss must be reported in writing within 3 business days of delivery with photos and scale tickets. Formal written claim with supporting documents must be received by Carver within 60 days of delivery (or scheduled delivery). Suits must be filed within 9 months of Carver's written claim decision. These are conditions precedent to recovery, to the fullest extent permitted by law.
13. Cargo Liability Limits. For cargo while in Carver's possession, Carver's liability is limited to the lesser of: (a) the actual, direct value of the lost/damaged portion at the time/place of loss, or (b) \$1.00 per Net Ton, capped at \$25,000 per truckload, in each case exclusive of consequential/market damages, to the fullest extent permitted by law. Customer must mitigate, preserve, and permit inspection; salvage value will be credited.
14. Delay / Service Failure. Transit times and appointments are not guaranteed unless expressly stated in a signed service order with a specific remedy. For proven delay caused solely by Carver, Customer's exclusive remedy is a credit not exceeding the freight charges for the affected Shipment.
15. GENERAL LIMITATION OF LIABILITY; ANNUAL AGGREGATE CAP. TO THE FULLEST EXTENT PERMITTED BY LAW, CARVER'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY KIND ARISING OUT OF OR RELATING TO THE SERVICES, THE GOVERNING CONTRACT, AND THESE T&CS IN ANY ROLLING 12-MONTH PERIOD SHALL NOT EXCEED THE LESSER OF (I) \$100,000, OR (II) THE TOTAL FREIGHT CHARGES PAID BY CUSTOMER TO CARVER UNDER THESE T&CS DURING THAT SAME 12-MONTH PERIOD. THIS AGGREGATE CAP APPLIES IN ADDITION TO (AND DOES NOT INCREASE) THE SHIPMENT-LEVEL LIMITS IN §13 AND THE DELAY REMEDY IN §14. IN NO EVENT WILL CARVER BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, INCLUDING LOST PROFITS, LOST BUSINESS, LOSS OF MARKET, COVER, OR DIMINUTION IN VALUE, EVEN IF ADVISED OF THE POSSIBILITY. ALL WARRANTIES ARE DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED (SERVICES ARE PROVIDED ON A COMMERCIALY REASONABLE, "AS-AVAILABLE" BASIS).
16. Customer Indemnity (Primary). Customer will defend, indemnify, and hold harmless Carver and its employees/contractors from third-party claims, fines, penalties, and costs (including attorneys' fees) to the extent arising from: (a) improper, unsafe, or overweight loading, misdescription, or inadequate packaging/marking; (b) site conditions, ingress/egress, or unsafe offloading procedures; (c) hazardous materials information or compliance failures; (d) Customer's breach of these T&Cs or the Governing Contract; or (e) contamination not caused by Carver. This §16 survives.

17. Insurance. Carver (and its subcontracted carriers) will maintain: Auto Liability \$1,000,000 CSL; Motor Truck Cargo \geq \$100,000 per truck; Workers' Compensation as required by law; and Commercial General Liability \$1,000,000 per occurrence. Customer will maintain CGL \$1,000,000 per occurrence and waive subrogation in favor of Carver to the extent permitted by law for on-site operations it controls.
18. Compliance; Overweight Policy. Customer will ensure tenders comply with federal/state weight/axle limits for the equipment ordered. Fines/fees attributable to misdeclared weights or instructions to load overweight are for Customer's account and are indemnified under §16. Customer will provide scale access or accept origin/destination certified scale tickets.
19. Force Majeure. Neither party is liable for failure/delay due to events beyond reasonable control (including weather, floods, closures, labor actions, cyber events, epidemics, government orders, utility failures). Charges incurred (e.g., standby, diversions, layovers) due to such events are billable.
20. Confidentiality; Telematics. Operational data (GPS/telematics, photos, ELD excerpts) collected during service may be used by Carver for safety, compliance, billing, and claims resolution and will be treated as Carver confidential information.
21. Termination; Suspension. Either party may terminate these T&Cs (as applied to future services) on 30 days' written notice; accrued obligations survive. Carver may suspend immediately for nonpayment or material breach.
22. Governing Law; Venue; Jury Waiver; Limitation. South Carolina law governs (without regard to conflicts rules). Exclusive venue is state or federal courts in Charleston County, SC. Each party waives jury trial to the extent permitted by law. Any action must be commenced within one (1) year after the claim accrues, except as otherwise time-barred earlier under §12.
23. Notices. Notices may be given by email to the parties' designated contacts and are effective when sent if receipt is confirmed (including automated receipt logs).
24. Updates; Electronic Acceptance. Carver may update these posted T&Cs prospectively by posting a new version and effective date. By tendering Shipments after the effective date, Customer accepts the updated T&Cs.
25. Miscellaneous. Independent contractor status; no third-party beneficiaries; severability; no waiver except in a signed writing; survival of §§9, 11-17, 19-22, 24-25.

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