

## Standard Terms & Conditions (Haulage & Trucking Services)

**Version: 2025-08-29**

**URL: [carvercompanies.com/about-us/port-tariff-information/](https://carvercompanies.com/about-us/port-tariff-information/) (the "T&Cs")**

These T&Cs govern all haulage, trucking, and related services ("**Services**") provided by Carver Companies or its affiliates ("**Carver**") to any customer, general contractor, owner, or other counterparty ("**Customer**"). By issuing a work order, releasing a load, accepting Services, or allowing Carver to mobilize, Customer agrees these T&Cs are incorporated by reference and control, unless a later mutually signed document expressly overrides specific sections by number.

### 1) Order of precedence

If there's a conflict: (1) a mutually signed Work Order/Rate Sheet (only where it expressly overrides these T&Cs by section number) → (2) these T&Cs → (3) any purchase order, subcontract, or other Customer form (pre-printed or otherwise). Any contrary boilerplate is rejected.

### 2) Scope; exclusions; changes

- Carver's scope is limited to trucking/hauling and any items specifically listed in a Work Order/Rate Sheet.
- Exclusions (unless priced in writing): third-party dump/tipping fees, scale fees not at Carver facilities, site off-road spotting beyond safe access, handwork, flagging/traffic control, permits not specifically assigned to Carver, contaminated or hazardous materials handling, environmental testing, and overweight/over-dimension escorts.
- Changes/standby must be authorized in writing (text/email OK) by Customer's site rep.

### 3) Rates; minimums; fuel; standby/demurrage

- Rates are as stated in the Work Order/Rate Sheet (hourly and/or per-ton).
- Daily/shift minimums apply if mobilized.
- Standby/demurrage applies when trucks are held beyond 15 minutes per load or beyond industry-standard loading/unloading times; billed at the standby rate.
- Fuel surcharge: if DOE on-highway diesel index moves  $\pm 10\%$  from quote date, Carver may adjust via a published surcharge table.

### 4) Tickets; proof of service

Signed delivery/scale tickets are preferred. If site staff do not sign, GPS/ETR logs, scale data, and Carver driver attestations are sufficient proof of Services.

### 5) Site access; safety; compliance

Customer will provide safe access, compliant loading/unloading areas, and lawful weights. Carver observes DOT HOS and may refuse unsafe directions/loads. Customer is responsible for over-filling or directing loads that would violate bridge/highway limits.

#### 6) Materials; title & risk

Unless Carver is expressly acting as a motor carrier under a bill of lading that states otherwise, title and risk of loss in materials remain with Customer at all times; Carver is not responsible for inherent vice, settling, segregation, or quality/quantity loaded by Customer or its suppliers.

#### 7) Contaminants & spills

If material is contaminated, hazardous, or otherwise regulated, Customer must disclose in advance and is responsible for characterization, manifests, and disposal. Spills caused by over-filling or undisclosed hazardous characteristics are Customer's responsibility; Carver will mitigate and invoice time/materials.

#### 8) Schedule; force majeure

Carver will use commercially reasonable efforts to meet schedules. Neither party is liable for delays beyond its reasonable control (weather, acts of God, labor actions, government orders, supply disruptions, accidents, etc.). Standby/demurrage may still apply where trucks are on site and waiting.

#### 9) Invoicing; payment; setoff

- Net 30 from undisputed invoice receipt. Customer must give written notice of any disputed amount within 7 days with specifics; all undisputed amounts remain due.
- 1% per month interest on late undisputed balances.
- Carver may suspend Services for non-payment. No pay-if-paid or pay-when-paid limitations apply.

#### 10) Lien rights; waivers

Statutory lien/bond-claim rights are preserved. Conditional progress/final waivers will be provided upon receipt of cleared funds in the amounts actually received.

#### 11) Claims & notice

Operational claims must be noticed within 10 business days of discovery (email sufficient). Failure to meet this timeline does not waive a claim unless the other party is materially prejudiced.

#### 12) Indemnity (to the extent of fault)

Each party will indemnify and hold harmless the other, including its officers, directors, employees, and affiliates, from third-party claims for bodily injury, death,

or tangible property damage to the extent caused by the indemnifying party's negligence or willful misconduct (including the acts/omissions of those it directs or controls). No party is required to indemnify for the other's own negligence. Defense costs will be reimbursed proportionate to fault after final allocation. This section applies to the fullest extent permitted by law and is intended to comply with any anti-indemnity statutes.

#### 13) Liability cap; damages waiver

- Aggregate cap: Carver's total liability arising out of the Services is capped at the lesser of USD \$1,100,000 or the actual price paid by Customer for the specific Work Order giving rise to the claim.
- Exclusions from the cap: amounts owed for undisputed invoices, a party's fraud or willful misconduct, and bodily injury/death to the extent finally determined to be caused by that party's gross negligence or willful misconduct.
- No consequential damages: Neither party is liable for consequential, incidental, special, or punitive damages (including lost profits or business interruption), except to the extent owed to a third party under Section 12 and then only to the extent finally allocated to that party.

#### 14) Insurance

While performing Services, Carver maintains at least: Auto Liability \$1,000,000 CSL; Commercial General Liability \$1,000,000 per occurrence / \$2,000,000 aggregate; Umbrella/Excess \$2,000,000; Workers' Compensation statutory and Employer's Liability \$500,000. Upon request, Carver will provide a certificate. Where required by a signed Work Order, Customer will be named additional insured (ongoing & completed operations) to the extent of Carver's negligence, on a primary and non-contributory basis via standard ISO endorsements (CG 20 10 & CG 20 37 or equivalents). Mutual waiver of subrogation applies to CGL, Auto, and WC where permitted by law.

#### 15) Permits; weights; routing

Unless a Work Order states Carver will obtain them, Customer is responsible for overweight/over-dimension permits and routing approvals. Carver may decline loads that would violate posted limits or permit terms.

#### 16) Termination / suspension

Either party may terminate a Work Order for convenience with 5 business days' notice; Customer shall pay for Services performed, reasonable demobilization, and earned standby/minimums. For breach, the non-breaching party will give 10 business days' written notice and opportunity to cure (48 hours for serious safety issues).

#### 17) Independent contractor; no hiring restriction

Carver is an independent contractor. Nothing creates a partnership, joint venture, or employment relationship. Customer will not directly hire Carver's drivers or employees who worked on the project for 6 months after last Service without Carver's consent.

#### 18) Compliance

Each party will comply with applicable DOT, OSHA/MSHA, environmental, and wage/hour laws. Carver may remove from service any driver/vehicle that does not meet safety requirements and will promptly replace where feasible.

#### 19) Confidentiality

Non-public pricing, rate sheets, dispatch data, GPS/ETR logs, and business processes are Carver confidential information and shall be kept confidential and used only for the project.

#### 20) Disputes; governing law; venue

- Governing law: the law of the state where the Services are performed, without regard to conflicts principles.
- Venue: state or federal courts located in the county closest to the jobsite, or, by mutual agreement, binding arbitration under the AAA Construction Rules in the same locale. Jury trial waived to the extent permitted by law.
- If any provision is unenforceable, it will be reformed to the minimum necessary; the balance remains in effect.

#### 21) Digital acceptance; updates

Customer agrees incorporation by reference via URL is commercially reasonable. Carver may update these T&Cs periodically; the version in effect at the time of a new Work Order governs that Work Order. No modification binds Carver unless expressly accepted in writing by Carver's Legal.

#### 22) Entire agreement; survival

These T&Cs plus any signed Work Order/Rate Sheet constitute the entire agreement for the Services. Sections 9–15, 19–22 survive completion/termination.