



Terms and Conditions of Service

These Terms and Conditions constitute a legally binding contract between Company and Customer. They supersede prior versions of the Company's standard Terms and Conditions. In the event the Company and Customer have executed a contract or agreement that contains terms and conditions separate from these or prior versions of these Terms and Conditions and for international air shipments subject to a Master or House Air Waybill, then those contractual arrangements shall govern whenever they are inconsistent with these Terms and Conditions. These Terms and Conditions may be found by visiting the web site. A printed copy of these Terms and Conditions may be obtained by contacting the Company at 682-413-5002.

1. Definitions

- a. "Company" means Mustang Creek Investments LLC d/b/a **Moonshot Logistics**, its subsidiaries, related companies, agents and/or representatives.
- b. "Customer" means the person(s) or entity(ies) for which the Company is rendering service, and its principals, agents, employees and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers, sellers, shipper's agents, insurers, underwriters, break-bulk agents, contractors and consignees, and it shall be the responsibility of the Customer to provide notice and copy(ies) of these Terms and Conditions of service to all such representatives.
- c. "Goods" means the cargo received by or on behalf of the Customer for a particular shipment, including the cargo described on the face of the bill of lading, and, if the cargo is packed into container(s), it shall also mean the container(s).

2. Company's Role as Agent for Customer

For the purpose of carrying out tasks relating to the entry and release of Goods, post entry services, procurement of export licenses, export and security documentation filing on Customer's behalf, interactions with government agencies on Customer's behalf, and/or the arrangement of transportation services and/or logistics services in any capacity other than as a carrier, Company shall be considered as Customer's agent. For all other services, Company shall be an independent contractor of Customer.

3. Applicable Law, Jurisdiction and Venue

Except where inconsistent with federal law, these Terms and Conditions shall be governed by the laws of the State of Texas, USA, without regard to its conflicts of law

provisions. The exclusive jurisdiction and venue for any litigation arising in connection with these Terms and Conditions, Goods transported hereunder or any charges related thereto shall be in the state or federal courts located in Dallas County, Texas. Customer consents to the exercise of in personam jurisdiction by said courts over it. Customer further consents to in rem jurisdiction by any court over its Goods wherever said Goods are located, and agrees that any action to enforce a judgment may be instituted in any jurisdiction.

4. Reasonable Care in Company Selections

Company shall use reasonable care in its selection of carriers, third parties, routes, procedures, handlings, means of transportation, and clearance and delivery of Goods. Company is not responsible for delay, loss or damages occasioned while the Goods are in the possession or control of other parties and all claims arising out of such delay, loss or damages shall be brought solely against the third-party in whose care, custody or control the Goods were in when they were delayed, lost or damaged.

5. Quotes Are Subject to Change

Company reserves the right to modify, amend or supplement its rates, fees, freight charges, features of service, insurance premiums and products without notice. Absent a written contract or agreement executed by Company, quotes are for informational purposes only.

6. Correctness of Information

- a. Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection, other government agency(ies) and/or any third party, and will immediately advise the Company of any errors, discrepancies, incorrect statements or omissions on anything filed or submitted on Customer's behalf.
- b. In preparing and submitting information on Customer's behalf, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer. Customer shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect, incomplete or false statement by the Customer. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the Goods.
- c. Customer is responsible for ensuring the correct cargo weight is supplied and recorded on any bill of lading and/or other document(s) governing the transport of the Goods. The Customer is fully responsible for any cost difference due to a change or misrepresentation in actual weight or dimensions.

7. Pre- or Post-Customs Release Actions

Company bears no obligation to undertake any pre- or post-Customs release actions or for any costs or expenses that are incurred as a result of such actions.

8. Responsibility for Payment

- a. The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other third parties selected by the Company to transport and deal with the Goods.
- b. Unless the Company agrees in writing to extend credit to the Customer, all charges must be paid by the Customer in advance of shipment. Should the

Company grant credit to the Customer in connection with a particular transaction, the Customer shall not consider that an approval for an extension of credit on a regular basis. If credit has been extended to the Customer, payment terms are "due upon receipt," unless otherwise stated in a separate written agreement.

- c. Payment shall be made in United States dollars, unless otherwise specified by the Company. All invoices shall be paid in full, without reduction or set-off, including without reduction for pending claim amounts.
- d. Although the Customer may give the Company alternate payment instructions, the Customer shall be primarily responsible for all shipping and delivery costs, as well as any other costs incurred by the Company, including returning or storing any Goods.
- e. Any unpaid obligation shall bear interest from the date due at fifteen percent (15%) per annum or the highest rate allowed by law. Should the Company, in its sole discretion, find it necessary to refer Customer's account for collection or action against the Customer for monies due the Company, the Customer shall pay the expenses of collection and/or litigation, including reasonable attorneys' fees.
- f. The Company reserves the right to refuse to accept Cash/Collect on Delivery (COD) or Freight Charges Collect on Delivery (FCCOD) shipments. In the event the Company agrees to accept a COD or FCCOD shipment, then it is only obligated to use its best efforts to obtain COD or FCCOD. In the case of COD shipments, under no circumstances shall the Company be liable to the Customer or any third party in the event the shipment is tendered without prior payment or in the event payment is lost, dishonored, refused, returned or otherwise. In the case of FCCOD shipments, payment shall be made via bank drafts, certified funds or other similar guaranteed payment method. Should payment be refused, returned, dishonored or otherwise, the Customer shall be liable for any resulting expenses incurred by the Company. The Customer is ultimately liable for all freight charges to the Company.
- g. The Company will not invoice any third party on behalf of the Customer unless the Company has otherwise agreed in writing to do so.
- h. All claims for alleged overcharge shall be deemed waived if not presented to the Company within 180 days of the original invoice date. Notwithstanding the foregoing, if the Customer's account is more than 60 days past due, the Company may apply overpayments or other credits owed to the Customer against such account, without waiving any other remedies available to the Company.

9. Delivery Receipt

The Company will endeavor to provide a copy of the signed delivery receipt, which may be a digital signature or computer record, when requested by the Customer. The Company assumes no liability for being unable to provide a copy of the actual signed delivery receipt, nor shall the lack of such a receipt create any legal presumption against the Company.

10. Storage or Warehousing

- a. If for any reason the transportation process is interrupted before its completion, including due to adverse conditions, refusal of the consignee to accept delivery, instructions from the Customer or other issues causing a delay or disruption in transportation, then the Company shall be permitted to store or warehouse the Goods at a reasonable location of its choosing.
- b. In such an instance, the Customer appoints the Company as its agent for entering into a warehouse or storage agreement and the Customer agrees to be bound by

- any applicable terms and conditions of or agreements with the warehouse or storage facility.
- c. The Customer agrees to hold the Company harmless from and against any and all loss or damage occurring to the Goods while they are in the care or custody of the warehouse or storage facility, and to look solely to the warehouse or storage facility for any loss or damage.
 - d. The Customer agrees to be primarily responsible for any storage or warehouse charges owed to any third party(ies) and to indemnify and hold the Company harmless from any or all claims pertaining to such charges, including claims arising out of the exercising by the storage or warehouse facility of any statutory or contractual remedies it may have, such as a lien on the Goods. The Customer acknowledges that such charges will vary by geographic location, but shall be, at a minimum, \$3 per square foot per month of storage or warehousing.

11. Lien on Goods

- a. The Company shall have a general and continuing lien on any and all property of the Customer coming into the Company's actual or constructive possession or control for monies owed to the Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both. The Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien.
- b. To exercise its lien, the Company need only provide written notice to the Customer of its intent and the exact amount that is subject to the lien. Unless, within thirty days of being sent notice of lien to its last known address, the Customer posts cash or a letter of credit acceptable to the Company, or, if the amount due is in dispute, an acceptable bond in favor of the Company equal to 110% of the value of the total amount due plus all storage charges to be accrued, the Company may sell such property at a public or private sale or auction. Any net proceeds remaining after satisfaction of the Company's lien shall be refunded to Customer.
- c. If the proceeds of the sale are not sufficient to satisfy the Company's lien, Customer remains liable for the balance of any unpaid charges. The rights provided by this section shall be in addition to all other rights allowed by law to the Company to recover unpaid amounts, including its reasonable attorneys' fees.

12. Insurance

The Customer understands and agrees that the rates or quotes do not include insurance or other compensation for loss or damage. Unless agreed to in writing by the Company, the Company is under no obligation to procure insurance for the Customer. In the event the Company does agree to procure insurance, then, absent a written agreement to the contrary, all premiums and costs in connection with procuring such insurance shall be the obligation of the Customer.

13. Limits of Cargo Liability and Declared Value

- a. Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services.
- b. In connection with all services performed by the Company, the Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefor, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).

- c. In the absence of additional coverage under (b) above, and except as otherwise specified in these Terms and Conditions, the Company's liability shall be limited as follows:
 - i. For purely domestic shipments, shipments commencing in or destined for Mexico or Canada that pass through the United States, for international shipments commencing via rail or motor carriage in the United States and for any shipments governed by the Carmack Amendment, the Company's liability for new Goods shall be limited to the higher of \$50.00 per shipment or \$0.50 per pound of cargo lost or damaged plus transportation charges applicable to that part of the shipment lost or damaged.
 - ii. For purely domestic shipments, shipments commencing in or destined for Mexico or Canada that pass through the United States, for international shipments commencing via rail or motor carriage in the United States, and for any shipments governed by the Carmack Amendment, the Company's liability for Goods other than new shall be limited to the lesser of (a) the cost of the repair of the damaged Goods, (b) the wholesale value of the damaged or lost Goods or (c) \$0.10 per pound of the damaged or lost Goods.
 - iii. For shipments involving ocean carriage that commence in a foreign country, at a port in the United States to a port in a foreign country and for any shipments governed by the Carriage of Goods by Sea Act, the Company's liability shall be limited to \$500 per package or customary shipping unit. The number of packages indicated on the bill of lading or other document(s) generated by the Company governing the transportation of the Goods shall be presumed to be accurate.
 - iv. For activities relating to customs business, \$50 per entry or the amount of brokerage fees paid to the Company, whichever is less.
- d. Third parties, including carriers, to whom the Goods are entrusted may limit liability for loss or damage. The Company will request excess valuation coverage from third parties on behalf of the Customer only upon specific written instructions from the Customer, which must agree to pay any charges therefore. In the absence of written instructions or the refusal of the third party to agree to a higher declared value, at the Company's discretion, the Goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.

14. Consequential Damages

In no event shall the Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages, even if it has been put on notice of the possibility of such damages, or for the acts of any third parties.

15. Force Majeure

Under no circumstances shall the Company be liable for cessation, delay, interruption, losses, damages, missed deliveries or nonperformance (excluding payment obligations) resulting from circumstances beyond the control of either the Company or any third parties engaged by the Company to transport the Goods, including but not limited to: (i) acts of God, including but not limited to earthquakes, floods, tornados, storms, hurricanes, power failures, natural disasters, lightning, perils of the seas and sudden death or illness, (ii) acts of public enemy, (iii) acts of public authority, (iv) acts or omissions of the consignor, the consignee, the supplier, the Merchant or any other party with any interest in the shipment or who has exercised dominion over the Goods, including but not

limited to deficiencies in the packaging of the Goods, the preparation of the Goods for transportation and the loading and/or unloading of the Goods, (v) inherent vice of the Goods, (vi) embargoes, (vii) civil commotions or riots, (viii) poor quality or workmanship of the Goods, (ix) labor conflicts, (x) criminal acts or acts of organized crime resulting in theft, destruction, hijacking or commandeering the Goods, or otherwise holding them hostage, (xi) wildfires of any origin, and (xii) any similar unforeseen event that renders performance impractical.

16. Packaging; Containers

- a. Each shipment must be properly and legibly marked with name, completed address and phone numbers of Customer and consignee.
- b. Customer is responsible for packaging the Goods to ensure safe transportation, including appropriately protecting any articles susceptible to damage as a result of conditions encountered in transportation such as weather or changes in temperature or atmospheric pressure.
- c. The Customer is responsible for providing any special devices that are required for the safe handling of the Goods and shall be liable to the Company for any additional costs incurred by the Company as a result of such special devices.
- d. Superficial rust, oxidation or any like condition due to moisture is not a condition of damage but is inherent to the nature of cargo, and acknowledgement of receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation and the like did not exist on receipt.
- e. Should Company receive Goods already packed into containers then the following additional terms and conditions shall apply, replacing any inconsistent terms and conditions:
 - i. The bill of lading is prima facie evidence of the receipt of the particular number of containers set forth, and nothing more, including the order and condition of the contents of the containers;
 - ii. Delivery shall be deemed as full and complete when the containers are delivered by the Company with the seals intact; and
 - iii. The Customer warrants that the containers have been stuffed and packed properly, the Goods are suitable for carriage in containers, the containers are suitable for the uses intended and the containers are appropriately sealed; and
 - iv. The Customer warrants the Goods do not consist of any of the following: (a) antiques (b) articles which may endanger aircraft, persons or property, (c) china, glassware and other similar fragile articles, (d) cigarettes, (e) coins of any type, (f) collectable items with a value over \$10,000.00, (g) cotton, (h) eggs, flowers or fresh foods, (i) grandfather clocks, (j) human remains, (k) improperly packed/crated items, (l) jewelry, (m) live animals (other than laboratory animals with preapproval), (n) marble, stone, granite or limestone in any form, (o) architectural models with value over \$5,000.00, (p) negotiable securities, (q) neon signs or bulbs, (r) currency, precious gems, or precious metals, (s) any form of light bulb, or (t) any material prohibited from transport by any law, regulation or statute of any country in which the shipment may be carried.
- f. The Customer shall indemnify and hold the Company harmless from any and all claims asserted, liability or losses suffered and/or damage to the Goods as a result the Customer's failure to comply with any provision of this section. The Company shall not be liable for loss or damage to the Goods occurring as a result of the Company complying with instructions provided by the Customer.

17. Dangerous Goods

- a. The Customer may not tender goods of a dangerous nature without written application to the Company and the Company's acceptance thereof. In the application, Customer must identify the nature of the Goods with reasonable specificity as well as the names and addresses of the consignors and consignees.
- b. The Customer shall distinctly and permanently mark the nature of the Goods on the outside of the package and container in a form and manner as required by law and shall submit to the Company or to the appropriate authorities all necessary documents required by law or by the Company for the transportation of such Goods.
- c. If the Goods subsequently, in the sole judgment of the Company, become a danger to the Company, other cargo or third parties, the Company may dispose of the Goods without compensation to the Customer and the Customer shall indemnify and hold the Company harmless for any loss or expenses arising from such disposal.

18. Claims and Civil Lawsuits

- a. Unless subject to a specific statute or international convention:
 - i. A notice of claim for concealed damage, including damage not evident from viewing an unopened package or container, must be submitted to the Company in writing within 24 hours of delivery;
 - ii. A notice of claim for a potential or actual loss other than as a result of damage specified in (i) above must be submitted to the Company in writing within 7 days of delivery; and
 - iii. A formal claim for a potential or actual loss must be submitted in writing to the Company within 7 days of delivery.
- b. Claims are subject to the following requirements:
 - i. At the time of delivery, the consignee must note on the delivery receipt any exceptions to the good order and condition of the Goods that would indicate discrepancy or damage. Receipt of the shipment by the consignee or its agent without explicit notation of shortage, loss or damage will be prima facie evidence that the Goods were delivered in good condition. Notations such as, "subject to inspection" and "subject to count" are not valid exceptions.
 - ii. The Goods and any materials used to package or protect the Goods for transport shall be made available to the Company for inspection at the place of delivery within five days of a demand for inspection. Original shipping carton and packing contents must be retained by the consignee for inspection until final disposition of the claim.
 - iii. In the event the Customer intends to use, transfer, convey or dispose of the Goods despite their alleged condition, then the Customer shall provide written notice of such intention to the Company prior to utilizing the Goods and provide the Company a time that is reasonable under the circumstances and not less than 5 business days to inspect the Goods.
 - iv. Claims must be accompanied by delivery receipt noting loss or damage, a copy of a paid commercial invoice or receipt proving the cost of the Goods and sufficient documentation to prove the amount of the claim.
- c. An appropriate claim is a prerequisite to any lawsuit or action against the Company. Failure to abide these requirements shall result in a waiver of the claim and shall be a complete defense to any lawsuit or action commenced by the Customer.
- d. With respect to any claim:
 - i. The Company shall have the option of replacing or repairing Goods.

- ii. The submission of a claim does not relieve Customer from payment of freight charges. Claims will not be considered until all transportation charges have been paid. Claim amounts may not be deducted from transportation charges.
 - iii. In the event the Company settles a claim, the Company shall be entitled to possession of the damaged item as salvage. Failure to provide the salvage shall be a bar to recovery of any claim.
 - iv. All notices and/or claims shall be submitted via email to operations@moonshotlogistics.com, or mail to Claims Department, Moonshot Logistics, 1709 Hines Rd Cleburne, TX 76031. Copies of claim forms may be obtained there.
- e. Unless subject to a specific statute or international convention, all lawsuits against the Company must be filed and properly served on the Company as follows:
 - i. For claims arising out of ocean transportation, within 1 year from earlier of the date of the delivery of the Goods or the date the Goods were supposed to be delivered;
 - ii. For claims arising out of air transportation, within 2 years from the date of the loss or damage;
 - iii. For claims arising out of the preparation and/or submission of an import entry(ies), within 14 days from the date of liquidation of the entry(ies);
 - iv. (iv) For any and all other claims of any other type, within 180 days from the date of the loss or damage. Failure to abide these requirements shall result in a waiver of the claim and shall be a complete defense to any lawsuit or action commenced by the Customer.

19. Miscellaneous.

- a. Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by statute(s) and/or regulation(s), but not act as a "recordkeeper" or "recordkeeping agent" for Customer.
- b. If any portion of these Terms and Conditions shall be declared void, invalid or unenforceable by any court of law or administrative agency, the remaining provisions of these Terms and Conditions shall, to the extent permitted by such declaration, remain in full force and effect as though the void, invalid or unenforceable portion, term or provision was never a provision.
- c. These Terms and Conditions may only be modified, altered or amended in a writing signed by both the Customer and the Company. No employee or agent of the Company, other than a corporate officer, is authorized to change or modify these Terms and Condition.