



# FREIGHT FORWARDING TERMS AND CONDITIONS

## 1. DEFINITIONS

For the purpose of this Agreement, the following definitions apply:

- A. *Affiliate*** – any company or legal entity that directly or indirectly controls, is controlled by, or is under common control with another entity.
- B. *Agreement*** – these Freight Forwarding Terms and Conditions.
- C. *Customer*** – the individual or organization, including its Affiliates, receiving services under this Agreement.
- D. *Beyond Logix LLC*** – Beyond Logix LLC and its Affiliates providing services pursuant to this Agreement.
- E. *Domestic USA*** – shipments and services conducted within the United States, its territories, and Puerto Rico.
- F. *Effective Date*** – the date on which services commence under this Agreement.
- G. *Goods*** – any cargo, freight, or merchandise tendered to and accepted by Beyond Logix LLC for transport or related services.
- H. *International*** – any shipment other than Domestic USA shipments.
- I. *Party / Parties*** – individually, either the Customer or Beyond Logix LLC; collectively, both.

## 2. ACCEPTANCE OF TERMS

By tendering Goods to Beyond Logix LLC, the Customer acknowledges and agrees to be bound by this Agreement. Each shipment shall also be subject to the bill of lading or similar document issued for that shipment; however, if any inconsistency arises between the two, these Terms and Conditions will prevail. Any Customer Affiliate engaging Beyond Logix LLC shall be deemed to have accepted these same terms.

### 3. PAYMENT TERMS

Unless otherwise stated, all invoices for Beyond Logix LLC services are due within thirty (30) days. Customs duties, taxes, or similar governmental charges must be paid within ten (10) days. Upon Beyond Logix LLC's approval, extended terms up to thirty (30) days may be granted for such charges, subject to a six percent (6%) service fee.

Credit limits and payment terms are subject to review and may be adjusted or revoked at Beyond Logix LLC's discretion. All payments must be made in U.S. Dollars without offset or deduction. The Customer remains primarily liable for all charges and expenses, including those related to returns, storage, or redelivery. Unpaid amounts shall accrue interest at the lesser of 1.5% per month or the highest rate permitted by law.

If collection through legal counsel becomes necessary, the Customer shall reimburse Beyond Logix LLC for all reasonable attorney fees and costs. Beyond Logix LLC reserves the right to revise rates based on currency fluctuations or market conditions exceeding three percent (3%).

### 4. CUSTOMER RESPONSIBILITIES

#### A. Ownership and Packaging:

The Customer warrants that it is either the owner or the authorized agent of the owner of the Goods and accepts these terms on behalf of all interested parties. The Customer is responsible for ensuring that Goods are properly packaged for safe transport, including protection from temperature, pressure, or environmental variations. All applicable transportation and hazardous materials laws must be followed.

#### B. Imports:

Before the entry of imported Goods, the Customer shall provide Beyond Logix LLC with complete and accurate commercial invoices and documentation sufficient for customs clearance and classification. If such documentation is delayed or incomplete, Beyond Logix LLC may act using its best judgment and shall not be required to advance customs duties or fees.

#### C. Exports:

Prior to export, the Customer shall supply accurate commercial invoices, consular declarations, weights, values, and other required data consistent with the laws of both the origin and destination countries.

#### D. Hazardous Materials:

The Customer must notify Beyond Logix LLC in advance of any hazardous or regulated materials and provide written handling, storage, and packaging instructions. The Customer agrees to indemnify and hold Beyond Logix LLC harmless against any losses, penalties, or claims arising from compliance with such instructions or the issuance of transportation documentation based on information supplied by the Customer.

### 5. BEYOND LOGIX LLC RESPONSIBILITIES

A. Beyond Logix LLC will provide freight forwarding services in a professional, commercially reasonable manner, maintaining all required licenses and permits.

**B.** All subcontracted carriers will be properly licensed, insured, and authorized under applicable law. The Customer shall not be required to pay such carriers directly.

**C.** Beyond Logix LLC will comply with all laws and regulations, including the U.S. Foreign Corrupt Practices Act, and will furnish operational or performance reports upon reasonable request.

**D.** Beyond Logix LLC acts as an independent contractor. Its employees, agents, and subcontractors are not employees or agents of the Customer. The Customer shall have no liability for their actions. Beyond Logix LLC remains responsible for any subcontractors or third parties engaged to perform services under this Agreement.

## **6. LIMITATION OF LIABILITY AND DECLARED VALUE**

### **A. Domestic Full Truckload:**

Liability for loss or damage is limited to the lesser of the actual value or \$150,000 per occurrence.

### **B. Domestic Less-Than-Truckload or Air:**

Liability is limited to \$0.50 per pound, \$50 per shipment, or the actual invoice value—whichever is lowest.

### **C. International Air:**

Liability shall follow the limits set by the applicable international convention; if none apply, it shall not exceed \$20 per kilogram.

### **D. Ocean / Maritime:**

Where governed by the U.S. Carriage of Goods by Sea Act, liability is limited to \$500 per package or customary freight unit. Otherwise, limits align with the Hague-Visby or Rotterdam Rules, or \$500 per container if no convention applies.

### **E. Rail:**

Liability follows 49 U.S.C. §11706 and shall not exceed the lesser of the Goods' value or \$200,000 per shipment.

### **F. Warehousing:**

For storage services not incidental to transportation, liability is limited to \$0.50 per pound, capped at \$2,500 per occurrence.

### **G. Customs Brokerage or Consulting:**

Liability shall not exceed the total fees paid for the specific service or \$50 per entry, whichever is less. Beyond Logix LLC may, at its discretion, engage duly licensed third-party customs brokers to perform customs clearance and related services on behalf of the Customer. Such brokers operate as independent contractors, and Beyond Logix LLC's liability for their actions shall be limited as stated in Section 6(G).

### **H. Insurance and Declared Value:**

Goods are not insured nor declared at higher value unless specifically requested in writing and confirmed by Beyond Logix LLC in writing.

### **I. Delays and Indirect Damages:**

Beyond Logix LLC is not liable for shipment delays unless explicitly agreed upon in writing. Neither Party shall be responsible for indirect, incidental, or consequential damages such as loss of profit, revenue, or data.

### **J. Statutory Waiver:**

In accordance with 49 U.S.C. §14101(b)(1), both Parties waive any conflicting rights or remedies under 49 U.S.C. §§13101–14914.

## **7. CLAIMS**

**A.** All claims for loss, damage, or non-delivery must be filed within nine (9) months of the shipment date. Acceptance of the shipment without noted damage constitutes proof of delivery in good condition. Legal action must be filed within two (2) years of written claim denial.

**B.** International shipment claims must be submitted within one hundred eighty (180) days of export or import, with supporting sworn documentation.

**C.** Claims for overcharge must be made within one hundred eighty (180) days of invoice date. Beyond Logix LLC may offset overpayments against overdue balances.

**D.** Claims shall be submitted in writing to:

**Beyond Logix LLC – Claims Department**

450 Century Parkway, Suite 250, Allen, TX 75013

Email: [info@beyondlogix.com](mailto:info@beyondlogix.com)

Processing will not begin until freight charges are paid in full.

## **8. INSPECTION AND SECURITY**

Beyond Logix LLC may open, inspect, or screen any shipment at any time to comply with Transportation Security Administration or other regulatory requirements.

## **9. FORCE MAJEURE**

Neither Party shall be responsible for delays, losses, or failures in performance caused by acts of God, war, strikes, labor disruptions, natural disasters, government actions, or other events beyond reasonable control.

## **10. PROOF OF DELIVERY**

Upon request, Beyond Logix LLC will use commercially reasonable efforts to provide a copy of the signed delivery receipt. Electronic signatures or digital delivery records are considered valid proof of delivery.

## 11. ROUTING AND HANDLING AUTHORITY

Beyond Logix LLC may select and engage carriers, agents, brokers, and warehouse operators as necessary. Shipments may move under their terms and limitations of liability. Alternative routing or transport modes may be used to meet service requirements.

## 12. REJECTION OF SHIPMENTS

Beyond Logix LLC reserves the right to refuse shipments that pose safety risks, violate law, or are tendered by unknown customers.

## 13. DIMENSIONAL WEIGHT

Freight charges are based on the greater of actual or dimensional weight.

## 14. INSURANCE REQUIREMENTS

Beyond Logix LLC shall maintain the following minimum insurance coverage:

- **Commercial General Liability:** \$1,000,000 per occurrence
- **Workers' Compensation:** As required by law
- **Motor Truck Cargo Legal Liability:** \$150,000 per occurrence (for truckload/LTL)
- **Cargo Liability:** \$1,000,000 per occurrence (for air, maritime, or rail shipments)
- **Employer's Liability:** \$1,000,000 per accident or employee

Certificates of insurance will be provided upon written request, and ten (10) days' notice shall be given prior to cancellation.

## 15. LIEN RIGHTS

Beyond Logix LLC retains a general lien on all Goods in its custody for any unpaid charges or expenses. If unpaid after thirty (30) days, Beyond Logix LLC may, upon ten (10) days' written notice, sell the Goods and apply proceeds to outstanding balances, remitting any surplus to the Customer.

## **16. TERM AND TERMINATION**

- A.** This Agreement begins on the Effective Date and continues until terminated as described herein.
- B.** Either Party may terminate for cause if the other fails to cure a material breach within fourteen (14) days of written notice. No cure period applies to overdue payments.
- C.** Either Party may terminate without cause upon thirty (30) days' written notice.
- D.** Termination does not affect obligations or rights accrued prior to the termination date. Shipments in progress will remain governed by these terms until completed.

## **17. MUTUAL INDEMNIFICATION**

Subject to the liability limits above, each Party agrees to indemnify and hold harmless the other from third-party claims for bodily injury, death, or property damage arising from its own negligence or misconduct. The indemnified Party shall provide prompt written notice of any such claim.

## **18. CONFIDENTIALITY**

Both Parties agree to protect the confidentiality of each other's proprietary or sensitive information and not to disclose it to third parties except:

1. Where the information is already public,
2. Where disclosure is legally required (after notice to the other Party),
3. To agents or advisors bound by confidentiality, or
4. As necessary to pursue or defend claims related to this Agreement.

## **19. MISCELLANEOUS**

### **A. Notices:**

All notices must be in writing and sent via certified mail or courier to:

**Beyond Logix LLC**

450 Century Parkway, Suite 250

Allen, TX 75013

Email: [info@beyondlogix.com](mailto:info@beyondlogix.com)

**B. Assignment:**

Neither Party may assign this Agreement without the other's written consent, except that Beyond Logix LLC may subcontract services in its normal course of business.

**C. Attorneys' Fees:**

The prevailing Party in any dispute shall be entitled to recover reasonable attorney fees and costs.

**D. Governing Law and Venue:**

This Agreement shall be governed by the laws of the State of Texas, with exclusive jurisdiction and venue in the state or federal courts located in **Collin County, Texas**.

**E. Waiver:**

Failure to enforce any right shall not constitute a waiver of future enforcement of that right.

**F. Severability:**

If any provision is deemed invalid, the remainder of the Agreement remains enforceable.

**G. Entire Agreement:**

This document represents the entire understanding between the Parties regarding its subject matter and supersedes all prior agreements.

**H. Amendments:**

Any modification must be in writing and signed by both Parties to be valid.

