

DAVID OPPENHEIMER TRANSPORT, INC

TERMS & CONDITIONS OF TRANSPORTATION SERVICES

Effective: January 1, 2025

Company: David Oppenheimer Transport, Inc. d/b/a Oppy Transport (“Oppy,” “Broker,” or “Company”)

Customer: Entity tendering shipments or requesting services (“Customer”)

Scope: These Terms & Conditions (“Terms”) apply to all services provided by Oppy, including brokerage, freight arrangement, and any ancillary services, unless otherwise agreed in writing by an authorized officer of Oppy. These Terms form the contract between Oppy and Customer and apply whether incorporated by reference in a rate confirmation, bill of lading, electronic booking, or other transportation document.

1. DEFINITIONS

Capitalized terms used in these Terms have the following meanings:

- “Carrier” — the motor carrier, airline, vessel operator, rail carrier or other transport provider retained by Oppy to perform carriage.
 - “Contract of Carriage / Bill of Lading” — the evidentiary shipping document issued by the performing Carrier for the movement of goods.
 - “Goods” — the shipped produce/commodities.
(Additional definitions may be added as required.)
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2. NATURE OF RELATIONSHIP; AUTHORITY

2.1 Broker Role. Oppy is a non-asset third-party logistics provider / broker that arranges transportation services with third-party Carriers. Oppy does not itself provide carriage and does not assume custody or title of Goods. Carriers are independent contractors. This agreement does not create any agency, employment, joint venture, or partnership relationship.

2.2 Carrier Selection. Oppy will use reasonable commercial efforts to select Carriers with appropriate authority and insurance.

3. CUSTOMER WARRANTIES & RESPONSIBILITIES

3.1 Customer warrants that it has full authority to tender the Goods and to bind all parties with an interest in the Goods to these Terms.

3.2 Prior to tendering a shipment Customer shall provide, as required by Oppy in its sole discretion, complete and accurate information including the following (minimum): shipper/consignee details, commodity description, weight/quantity, palletization, required transit temperature & pulp/temp at loading, special handling instructions, insurance value (if any), and any certificates/permits required. Failure to provide correct information may relieve Oppy of responsibility for related loss/delay.

3.3 Customer is responsible for ensuring Goods are properly packaged, labeled, loaded, and pre-cooled to required pulp/pack temperatures prior to tender, and for providing any special equipment or pallet requirements unless Oppy agrees otherwise in writing.

3.4 Customer shall pay all rates, charges, accessorial and government related inspection fees or other fees agreed in the rate confirmation or invoice. Any lumper, detention, storage, re-delivery or other accessorial charges arising from Customer/Receiver actions are for Customer's account unless Oppy expressly agreed otherwise in writing.

4. COMPENSATION & PAYMENT

4.1 Freight and Fees. Customer will pay Oppy the agreed charges set forth in the rate confirmation, invoice, or other written pricing. Unless otherwise agreed, payment is due within the terms shown on Oppy's invoice.

5. LIMITATION OF OPPY'S LIABILITY; INDEMNITY

5.1 Broker Liability Limited. EXCEPT FOR DAMAGES CAUSED BY OPPY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OPPY'S LIABILITY TO CUSTOMER FOR ANY CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES PROVIDED SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY CUSTOMER TO OPPY FOR THE SPECIFIC SHIPMENT AT ISSUE (OR, IF NO FEES WERE PAID, \$1,000). This limit applies regardless of the legal theory (contract, tort, negligence, indemnity, strict liability, statute) and whether arising directly or indirectly. Under no condition shall Oppy be liable for any special, incidental or consequential damages, including damages relating to loss of profits or income, whether or not such damages were reasonably foreseeable or made known to Oppy.

5.2 No Carrier Liability Assumption. OPPY IS NOT A CARRIER AND WILL NOT BE RESPONSIBLE FOR LOSS, DAMAGE OR DELAY CAUSED BY A PERFORMING CARRIER.

5.3 Indemnity. Customer shall defend, indemnify and hold Oppy, its officers, employees and agents harmless against all liabilities, claims, damages, and expenses (including attorneys' fees) arising from: (a) Customer's breach of these Terms, (b) inaccurate shipment information, (c) improper packaging or loading by Customer or its affiliates, and (d) claims arising from Customer's product (except to the extent caused by Oppy's gross negligence or willful misconduct). The Customer represents and warrants that at all times during the term of this Agreement, it will be in compliance with all applicable laws, rules, and regulations, including, but not limited to 21 C.F.R. 1.900 et. seq. and Customer shall be solely responsible for communicating any food handling instructions or notices on a per shipment basis in writing at the time of its initial request for Services; in the absence of such written instruction or notice, neither Oppy nor Carriers shall have any liability related to or arising from failure to exercise any specialized handling including, but not limited to, controlled temperature transportation. Oppy assumes no liability for any loss or expense due to the failure of the Customer to comply with this paragraph and Customer shall defend, indemnify and hold Oppy harmless for any claims or damages resulting from violation of this paragraph, including attorney's fees and costs incurred by Oppy

6. INSURANCE

7.1 Carrier Insurance. Carriers engaged by Oppy are required to maintain insurance per legal and industry standards (liability, cargo coverage). Customer acknowledges that Oppy's role is to arrange transport and that Customer should consider obtaining additional insurance for the value of the Goods if desired.

7.2 Broker Insurance; Contingent Cargo. Oppy maintains contingent or broker-level liability/cargo insurance consistent with industry practice. Such coverage is secondary to the performing Carrier's primary insurance and does not substitute Carrier coverage.

7. TEMPERATURE, HANDLING, & QUALITY (PERISHABLES)

7.1 Temperature Instructions. All required transit temperatures, pulp temperatures at loading and any humidity or atmosphere instructions must be stated in writing on the Contract of Carriage or the load confirmation prior to pickup. If no temperature is provided, Carriers shall maintain continuous refrigeration at industry best-practice temperatures.

7.2 Pre-cooling / Loading. It is the shipper's responsibility to ensure Goods are loaded at proper temperature and that the refrigeration unit and vehicle are pre-cooled and clean. Operator verification and documentation of pulp/loading temperatures and data recorder locations should be made and recorded on the Contract of Carriage.

7.3 On Arrival / Documentation. Receivers must validate seals, record data logger placement and readings, and document any discrepancies (including photos and inspection results). A timely official or third-party inspection should be requested where product condition is in question, consistent with produce best practices (e.g., within 8 hours; inspection results communicated promptly). Oppy will assist in coordinating inspections and record collection.

8. CLAIMS PROCEDURE & TIME LIMITS

8.1 Notice of Loss/Damage. Customer must provide immediate written notice to Oppy of any loss, shortage, damage, or delay observed upon delivery, must file a formal written claim with Oppy within 3 months.

8.2 Evidence & Cooperation. Claims must be supported by the Bill of Lading, inspection certificates, photographs, temperature downloads, and any other relevant documentation. Customer and Oppy will cooperate in investigations; failure to timely notify or cooperate may prejudice recovery.

8.3 The Customer acknowledges a claim for damages does not relieve it for payment under the terms of this Agreement. Timely payment is a condition precedent to the processing of a damage or insurance claim.

9. ACCESSORIALS, DEMURRAGE & STORAGE

9.1 Accessorial Charges. Accessorial charges (detention, lumper fees, re-delivery, storage, redelivery, expanded liability) are for Customer's account unless expressly agreed otherwise in writing.

10. FORCE MAJEURE

Oppy shall not be liable for failure or delay in performance to the extent caused by events beyond its reasonable control (acts of God, strikes, war, governmental action, carrier insolvency, severe weather, road/port closures). When a force majeure event occurs, Oppy

will attempt to find reasonable alternatives but has no liability for additional costs incurred unless otherwise agreed in writing.

11. CONFIDENTIALITY & DATA

Customer and Oppy shall treat shipment details, rates, and commercially sensitive information as confidential and shall not disclose to third parties except: (a) as required for performance (e.g., to Carriers, customs, insurers), (b) by law, or (c) with written consent.

12. COMPLIANCE WITH LAW

Each party will comply with applicable laws, rules, and regulations in performing obligations (including Hours-of-Service rules, food safety, customs, export controls and PACA / CFIA / USDA rules as applicable). Customer will notify Oppy of special compliance requirements or certifications required for a shipment.

13. GOVERNING LAW; DISPUTE RESOLUTION

13.1 Governing Law. These Terms are governed by the laws of the State of California without regard to conflicts of law.

13.2 Dispute Resolution. Parties shall first attempt good-faith settlement. If unresolved, disputes shall be submitted to binding arbitration under the rules of The Produce Blue Book or the Dispute Resolution Corporation (DRC) for produce disputes if both parties agree. Judgment on the award may be entered in any court having jurisdiction.

14. LIMITATION PERIOD; SEVERABILITY

14.1 Time Bar. Unless otherwise required by law, any action arising from these Terms must be commenced within six months after the cause of action accrues, except where longer limitations are mandated by statute.

14.2 Severability. If any provision is invalid or unenforceable, the remaining provisions remain effective.

15. ENTIRE AGREEMENT; AMENDMENTS; ASSIGNMENT

These Terms (and any writing incorporated by reference) constitute the entire agreement between Oppy and Customer concerning transportation services. No amendment is effective unless in writing and signed by an authorized Oppy officer. Customer may not assign rights without Oppy's written consent; Oppy may assign to affiliates or successors.

16. MISCELLANEOUS

- The defenses and limits of liability set forth in these Terms apply to any claims against Oppy whether in contract, tort, bailment, indemnity, contribution or otherwise.

18. Notices

- All notices and communications shall be directed to:
David Oppenheimer Transport, Inc. (DBA Oppy Transport)
200 Continental Drive, Suite 301
Newark, DE 19713
Phone: (302) 533-0791
Email: OppyTransport@Oppy.com