

TERMS AND CONDITIONS FOR COMMERCIAL SERVICES

1. SERVICES. Customer engages Suddath as an independent contractor, and Suddath agrees to act as an independent contractor to Customer to provide, arrange, and/or perform certain Services (as hereinafter defined) for individual project assignments (each a “**Project**”). The services will be defined in a project-specific Statement of Work (SOW), quote, or proposal (collectively, “**SOW**”), and upon verbal, written, or email approval by the Customer, each SOW will become effective and incorporated into these Terms and Conditions for Commercial Services (the “**Services**”). All SOWs, change orders, and Services shall be subject to these terms and conditions. In addition, if Services are provided **(i)** upon acceptance by Customer of the SOW, **(ii)** before the time this SOW is signed, or **(iii)** before a change order is signed, Customer acknowledges and agrees that such Services shall be subject to these terms and conditions. Suddath may act as an intrastate motor carrier, warehouseman, and/or arranger of local transportation services, as applicable to the Services described in the SOW. Unless expressly stated in a signed SOW approved by Suddath’s Legal Department, these terms and conditions do not apply to interstate transportation or interstate freight brokerage services. Suddath has the right to refuse to provide Services for any Project. Customer acknowledges and agrees that Suddath may use affiliates and third parties to perform some of the Services provided hereunder. Suddath’s use of any affiliates and third parties shall not relieve Suddath of responsibility for the performance of the Services. Customer represents that it is in lawful possession of the Inventory and that there are no existing liens or encumbrances on the Inventory. As used herein, the terms “**Equipment**”, “**Inventory**”, and/or “**Items**” collectively and individually mean furniture, fixtures, equipment, cartons, supplies, and material and non-material items, including Product, as applicable, or information handled by Suddath or deposited with Suddath. Customer agrees that all receipts and bills of lading issued by Suddath shall be non-negotiable instruments.

As and when requested by Customer, Suddath may procure certain Customer-requested tangible personal property (“**Product**”) from a Customer-designed supplier, vendor, and/or manufacturer (“**Seller**”). If Suddath is asked to procure Product, Customer acknowledges and agrees that Suddath does so as Customer’s agent, that Customer shall hold title to all procured Product, and that the invoice from the Seller shall reflect Customer as the buyer of the Product. For purposes of clarity, at no time shall Suddath have title to, or ownership of, the Product, nor shall the Product be included in, or considered to be part of, Suddath’s inventory. When Suddath is requested to procure Product for Customer, Suddath will invoice Customer for the purchase of the procured Product on a direct pass-through basis. Sales tax will be paid by Suddath to the Seller for the procured Product and Customer, in turn, will remit payment to Suddath for the full cost of the Seller’s invoice, including sales tax. In addition, Customer acknowledges that Suddath is not the Seller or manufacturer of the Product. Any warranty for the Product must be provided by the Seller and/or manufacturer. The Seller and/or manufacturer will not always provide a warranty. Suddath will pass through to the Customer any applicable warranties of the Seller and/or manufacturer to the extent permissible. To the extent Suddath is determined to have any liability hereunder for loss or damage caused by or related to the Product that occurs while in Suddath’s care, custody and control, Suddath’s liability is limited to the replacement value of the Product. THIS WARRANTY SUPERSEDES ALL INCONSISTENT PROVISIONS OF ANY AND ALL PURCHASE ORDERS, INVOICES, ACKNOWLEDGMENTS, OR OTHER WRITINGS OR STATEMENTS, WRITTEN OR OTHERWISE. SUDDATH DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND PRODUCT LIABILITY, SPECIFICALLY INCLUDING THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. Suddath shall only accept returns of Product based on the Seller’s return policies. If Suddath is unable to return Product to the Seller, the Customer may not return Product to Suddath.

2. TERM AND TERMINATION. These terms and conditions commence upon signing of the SOW or upon commencement of Services, whichever is earlier (the “**Effective Date**”). Either party may terminate these terms and conditions at any time upon thirty (30) days’ advance written notice to the other. Notwithstanding the foregoing, the following constitute a material default and either party may terminate these terms and conditions immediately by giving written notice to the other party: **(i)** all or a substantial portion of the other party’s assets are transferred to an assignee for the benefit of creditors; **(ii)** a receiver, trustee in bankruptcy, or person with similar powers, has been appointed with respect to the other party; or **(iii)** the other party is generally not paying its debts as they become due. It shall be a material breach if Customer fails to pay Suddath’s invoices within fifteen (15) days after the date due and payable under these terms and conditions.

3. USE OF EQUIPMENT. Customer assumes full responsibility for damage to or loss of any moving or other related equipment delivered to Customer, at Customer’s request, for use by Customer. Customer agrees to pay a rental fee to Suddath for the use of Suddath’s equipment and an additional delivery and/or pick-up charge for such rental equipment, which fees shall be outlined in the SOW and paid in accordance with **Section 6** of these terms and conditions.

4. TRANSFER OF TITLE. Customer may desire, as a means of recycling, destroying, or otherwise discarding certain old or used Inventory (the “**Goods**”), to tender, in writing, to Suddath all right, title, and interest in the Goods. Customer acknowledges and agrees that by tendering all rights, titles, and interests in the Goods to Suddath, Customer **(i)** shall not have any claim or right to the Goods and **(ii)** is waiving all claims of ownership, possession, loss, damage, destruction, liquidation, conversion, or profits from the sale of the Goods. Customer represents and warrants to Suddath that it is authorized to deliver all rights, titles, and interests in the Goods to Suddath and, except as expressly prohibited by Customer, Suddath may sell, use, donate, give away, or otherwise dispose of the Goods as Suddath elects in its sole and absolute discretion.

5. INDEMNIFICATION; LIMITATION OF LIABILITY.

A. Except as otherwise provided in this **Section 5** with regard to loss or damage to Inventory, Suddath agrees to indemnify, defend, and hold Customer harmless from and against all third-party claims, liabilities, losses, damages, injuries, or expenses to the extent caused by a material and uncured breach of these terms and conditions by Suddath or Suddath’s negligence or intentional misconduct. Customer agrees to indemnify, defend, and hold Suddath harmless from and against all claims, liabilities, losses, damages, injuries, or expenses to the extent caused by any material breach by Customer of these terms and conditions or Customer’s negligence or intentional misconduct. In addition, if Customer requests Suddath to handle any Inventory that is owned by a third party, including, but not limited to, Customer’s employees or Customer’s clients, Customer shall indemnify, defend, and hold Suddath harmless from and against all damages, liability, claims, losses, and expenses (including reasonable attorney fees) that are in excess of Suddath’s contractual limitation of liability as selected by Customer and as documented in the SOW.

B. Customer acknowledges and agrees that the maximum liability of Suddath for loss of, or damage to, Inventory is the lesser of **(i)** the actual loss or damage to the Inventory, which is measured by the reasonable cost to repair; **(ii)** the replacement cost of the Inventory as of the commencement of Services; **(iii)** sixty cents (USD 0.60) per pound per adversely affected Inventory item; or **(iv)** \$2,500 per SOW (“**Standard Cargo Coverage**”). Suddath’s standard of care for inventory shall be as determined under applicable state law and shall not be increased by any of these terms and conditions. Notwithstanding the foregoing, Customer may choose to purchase Suddath’s enhanced coverage, which coverage shall be subject to an extra charge and shall apply only if requested by Customer and confirmed by Suddath, as documented in the SOW and under which Suddath assumes responsibility for all risks of physical loss and/or damage to the Inventory unless specifically excluded herein and requires that Customer declare one hundred percent (100%) of the replacement value of the Inventory before commencement of Services (“**Enhanced Cargo Coverage**”). When requested, Suddath shall provide Enhanced Cargo Coverage at the rate outlined in the SOW for each \$1,000 of declared value for the first ninety (90) days of coverage. On the 91st day, the cost of Enhanced Cargo Coverage shall decrease to the rate outlined in the SOW for each \$1,000 of the declared value of Inventory remaining in storage. As of the 91st day and at the end of each calendar month thereafter, where Inventory remains in storage, Customer shall report to Suddath the declared value of the Inventory in storage. Upon Suddath’s receipt of the modified, monthly declared value of Inventory (if any), Suddath shall remit to Customer an invoice for the Enhanced Cargo Coverage based on the rates outlined in the SOW. For purposes of clarity, Suddath shall not have any liability for loss or damage to Goods, and Customer shall not include the value, if any, of the Goods in any declaration of value(s) made by Customer hereunder.

C. The maximum recovery under Enhanced Cargo Coverage in all events is the lesser of: **(i)** the actual loss or damage to the Inventory, which will be measured by the reasonable costs to repair; **(ii)** the replacement cost of the Inventory as of the commencement of Services; or **(iii)** the value declared for the Inventory. Enhanced protection under Enhanced Cargo Coverage shall apply exclusively while the Inventory is in the care, custody, and/or control of Suddath, to include periods of transit, storage,

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packing, repacking, consolidation, deconsolidation, preparation, loading, unloading, distribution, and/or redistribution operations as may be applicable. Enhanced Cargo Coverage results in Suddath assuming responsibility for the Inventory as to all risks of physical loss or damage except the specifically excluded risks set forth below. Enhanced Cargo Coverage also includes Suddath accepting responsibility for the following extra unanticipated costs and charges: **(1)** costs of destruction of damaged Inventory; **(2)** cost of expedited transportation for time-sensitive replacement parts for damaged Inventory; and **(3)** cost of surveying, testing, sorting, and segregation of Inventory claimed for eligible loss and/or damage. Any costs and charges must first be approved by Suddath in writing in order to be compensable by Suddath.

D. Suddath's liability and/or responsibility under these terms and conditions shall never extend to: **(i)** mechanical and/or electrical derangement unless there is evidence of external damage to Inventory; **(ii)** breakage, scratching, denting, chipping, staining, rusting, discoloration, and/or wearing and tearing of used Inventory unless Suddath does a pre-shipment survey and packs the Inventory; **(iii)** shortage from any shipment of used Inventory unless inventoried and packed by Suddath; **(iv)** loss or damage arising from improper packing if not packed by Suddath; **(v)** loss or damage arising from the negligence, act or omission of Customer, the owner, and/or shipper of the Inventory or anyone acting on their behalf, respectively, including, but not limited to, lack of proper service or preparation for storage or transport; **(vi)** concealed damage or shortage without physical evidence of tampering; **(vii)** any act of God or force majeure event (as that term is commonly defined), war, act of public enemy (including cyberattacks) or public authority, riots, or assailing thieves (acts of God *will* be covered if Enhanced Cargo Coverage is purchased), **(viii)** defect or inherent vice of Inventory (including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein); **(ix)** loss of or damage to excluded commodities itemized below and/or loss or damage to intangible Inventory, information represented by, stored on, or contained in any electronic Inventory, including any loss of data, personal health information, or personally identifiable information; **(x)** loss due to mold, mildew, insects, moth, vermin, including sickness, disease or other health condition; **(xi)** any customer fines, customer chargebacks, or monetary penalties of any loss extending beyond the direct physical loss or damage to Inventory; or **(xii)** any loss or damage beyond Suddath's control and/or for which Suddath has no liability under law.

E. The liability and/or responsibility of Suddath for loss or damage to Inventory shall comprise the aggregate and collective liability of Suddath, its affiliates, subcontractors, engaged vendors, and agents to the extent participating in the performance of Services.

F. The following commodities are not eligible for Services, shall not be tendered for Services, and shall not be subject to any compensable claim: **(i)** any extraordinary valuable effects such as artwork, musical instruments, rare books, precious stones/metals, specimens, and biological materials; and **(ii)** any item having intangible and/or subjective value such as data, information, manuscripts, plans, documents, negotiable instruments, or currency.

G. Except for Suddath's liability for loss of or damage to Inventory, which is governed exclusively by Section 5.B, Suddath's total cumulative liability arising out of or relating to these terms and conditions, any SOW, or the Services shall not exceed the fees paid to Suddath for the affected SOW. Suddath shall not be liable for delay, detention, demurrage, loss of use, business interruption, loss of productivity, project delay, liquidated damages, or other time-related damages, except to the extent expressly agreed in a signed SOW approved by Suddath's Legal Department.

H. In no event shall Suddath be liable for any consequential, special, incidental, or punitive damages, including, but not limited to, loss of profit, revenue, overhead, inconvenience, use, contract, lease, or production, or increased costs arising out of or relating to these terms and conditions, an SOW, or the Services, regardless of the theory of liability, whether in contract, tort, negligence, strict liability, warranty, indemnity, statute, or otherwise.

6. COMPENSATION; CHANGE ORDERS; SITE CONDITIONS.

A. Customer will pay Suddath the fees, plus applicable sales tax, outlined in the SOW and change orders, if any. Applicable sales tax, if any, will be applied upon invoicing. Customer is responsible for the payment of applicable sales tax, which may result in the final costs for the Services exceeding the costs set forth in SOW. Unless otherwise communicated to Customer and contingent on Customer's creditworthiness, payment is due thirty (30) days after the date of the corresponding invoice. If Customer pays the invoice by credit card, then an administrative fee of 3% of the invoiced amount will be added to the amount due, which is an additional amount Customer agrees to pay. Customer shall pay a late charge of 1.5% per month on the unpaid account balance. The fees are subject to increase annually. Customer acknowledges and agrees that it shall reimburse Suddath for all reasonable expenses incurred by Suddath if Customer cancels or reschedules Services less than forty-eight (48) hours prior to a scheduled start date. Suddath may immediately suspend all Services hereunder and refuse to grant Customer access to Inventory if the account of the Customer is not paid in accordance with these terms and conditions.

B. All fees for Services are subject to: **(i)** the site being paved, as well as, Suddath having unobstructed and exclusive access, use and control of and to entrances, exits, operable elevators, loading areas, lobbies, hallways, offices, and rooms, the arrangements of which are the responsibility of Customer; **(ii)** one-time placement of all Inventory as directed by Customer; **(iii)** unused material or materials being returned for credit to Suddath must be annotated on Suddath's supervisor's bill of lading, identifying the quantity and type of materials being returned; **(iv)** circumstances resulting in loss of time which are not the fault of Suddath will result in Suddath billing Customer for any additional costs and expenses incurred by Suddath; **(v)** if applicable, the fixed price may change (but never decrease as a result of Suddath's efficiencies and expediency in providing the Services) when there is a change in the SOW, change in site conditions, or for reasons outside of Suddath's control; and **(vi)** Customer's employees removing and/or relocating all portable electronic devices and personal effects.

C. If Customer needs to make SOW changes or desires to cancel a phase of the Project, Customer must call the assigned project manager or project coordinator (not the supervisor on the job site) immediately. Customer acknowledges and agrees that it shall be responsible for additional charges resulting from changes in the schedule, SOW, and/or site conditions. All such changes shall be documented by a signed change order. Customer shall provide the name of the individual(s) who can sign change orders on behalf of Customer. If Customer fails to designate an authorized individual(s), then Customer acknowledges and agrees that any Customer representative can sign change orders, to which Customer shall be bound. Customer acknowledges and agrees that change orders and charges related thereto constitute a payment obligation of Customer to Suddath, regardless of when the change order is signed, either before or after the modified Services are performed.

D. Customer acknowledges and agrees that Suddath is the sole owner of any software that is used by Suddath in its provision of Services including, but not limited to, databases that contain a listing or itemization of the Inventory, information related to the Project, and/or other relevant site conditions, information, and/or data. Customer does not acquire any right or interest in or to any such software or electronic databases and any utilization or access to Suddath's software is expressly contingent upon Customer (including any of Customer's employees) acknowledgment and acceptance of Suddath's standard EULA.

7. STORAGE AND LIEN. As outlined in the SOW, storage charges shall be calculated monthly based on **(i)** the highest cubic feet of Inventory in the warehouse for each month, **(ii)** the highest number of pallets in the warehouse for each month, or **(iii)** per hundred weight. All monthly rates for storage will be applied as whole months; portions of months will be rounded up to the next whole month for invoicing purposes. All customer must provide Suddath with no less than 45 days' prior written notice of its intent to remove all Inventory from storage. Before final delivery of the Inventory, all amounts due and/or to become due upon removal of the Inventory from storage must be paid in full by Customer. Suddath shall have a possessory, statutory warehouseman's and/or carrier's lien on all Inventory placed with Suddath for storage for all lawful charges for Services, inclusive of any applicable miscellaneous charges and expenses in relation to the Services and/or Inventory.

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8. CLAIMS. Suddath shall not be liable for loss or destruction of, or damage to, Inventory, unless the presence of damage to Inventory is noted by Customer on the delivery documentation and a claim is made in writing within ten (10) days after the date the Inventory was delivered or demand thereof is refused. Customer acknowledges and agrees that it bears the burden of proving that Inventory was damaged while in the care, custody, and control of Suddath. Before Suddath will process a claim asserted under these terms and conditions, Suddath must receive payment in full for all Services giving rise to the claim. If claims are not timely submitted and/or if Customer fails to pay in full for Services, Customer's right to file a claim is effectively waived. Suddath reserves the right to verify claimed loss or damage by a surveyor at Suddath's expense, including the right to test, sort, and segregate Inventory. In the event of damage and payment for Inventory at replacement cost, Suddath shall be entitled to physical possession and ownership of the damaged Inventory for purposes of salvage. Legal action relating to a timely submitted claim must be brought within two years from the date of claim submission, or the right to pursue legal action shall be effectively waived.

9. FORCE MAJEURE. Suddath shall be excused from liability and/or performance of Services or in any aspect of these terms and conditions when prevented from doing so because of fire, flood, earthquake or other act of God or Customer, explosion or another casualty, accident, strike, labor dispute, inability to procure parts, supplies or power, war or other violence, any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency, cyberattack, or any other act or condition beyond the control of Suddath.

10. USE OF AI TOOLS. Suddath may use artificial intelligence, automation, or similar technology tools to support the Services, provided Suddath will not knowingly input Customer's confidential information, personal information, trade secrets, or other sensitive non-public information into public AI tools in a manner that permits such information to train generally available AI models without Customer's written consent. Any use of such tools does not expand Suddath's obligations or modify the limitations of liability, disclaimers, exclusions, or claims procedures in these terms and conditions.

11. ASSIGNMENT; AMENDMENTS; MERGER; INTERPRETATION. Customer shall not assign these terms and conditions without the express written consent of Suddath. These terms and conditions constitute the entire understanding of the parties, and these terms and conditions may only be modified by a written change order or amendment signed on behalf of each party by an authorized representative. Any additional documents or purchase orders issued by either party before or after the Effective Date shall be deemed to be for convenience purposes to comply with internal billing and documentation requirements, and no such additional terms and conditions shall be binding on the parties. Customer acknowledges that Suddath may desire to use Customer's name in Suddath's marketing endeavors to indicate that Customer is doing business with Suddath. Customer agrees that Suddath can use Customer's name in such a manner; provided, however, that all marketing endeavors that do more than simply identify Customer as doing business with Suddath must receive Customer's prior written consent. If a court of competent jurisdiction or a governmental authority should hold that any clause contained herein is unenforceable, then these terms and conditions shall be deemed amended or modified to exclude such clause and the remainder of these terms and conditions shall continue in full force and effect. No waiver by Suddath of any breach by Customer shall be held to be a waiver of any other or subsequent breach. All rights conferred by these terms and conditions shall be binding upon, inure to the benefit of, and be enforceable by or against the respective successors and permitted assigns of the parties hereto. Suddath and Customer agree that the rule of construction that a contract be construed more strictly against the drafter shall not be applied in interpreting these terms and conditions.

12. JURISDICTION; VENUE; NOTICE. The terms and conditions shall be exclusively construed in accordance with the laws of the state of Florida, excluding (i) its choice of law provisions and (ii) the United Nations Convention on Contracts for the International Sale of Goods. The parties agree that the appropriate state and federal courts situated in Duval County, Florida shall be the exclusive forums for any legal controversy arising in connection with these terms and conditions. The parties hereby irrevocably and unconditionally consent to the exclusive jurisdiction of such courts for such purposes. Should any dispute arise out of or relate to these terms and conditions, the prevailing party shall be entitled to reimbursement by the other party of all attorney's fees and costs incurred, including those on appeal. Any notice required or permitted hereunder shall be sent by registered or certified mail, or by reputable national overnight courier, with delivery evidenced by written confirmation. In the case of Suddath, all notices shall be copied to legal@suddath.com.

13. SURVIVAL. Any provisions that by their nature should survive expiration or termination of these terms and conditions shall survive, including payment obligations, lien rights, claims procedures, limitations of liability, exclusions of damages, indemnification, insurance obligations for pre-termination acts or omissions, warranty disclaimers, ownership of Suddath software and materials, dispute resolution, governing law, venue, and attorney's fees.