CARGO KING EXPRESS, INC.
TERMS AND CONDITIONS OF SERVICE

Effective November 17, 2026

1. Cargo Liability, Declared Value, and Shipment Preparation

1.1. Unless a higher value is declared in writing before shipment, accepted in writing by Cargo King Express, Inc. ("Cargo King"), and any applicable excess-valuation charges are paid, Cargo King's released-value liability for loss of or damage to a shipment will be limited to $0.50 per pound or $50.00 per shipment, whichever is greater, subject to the maximum value stated in Section 1.2.

1.2. The maximum undeclared or declared value for any shipment is $50,000.00 unless advance arrangements for a higher value have been made with and accepted by Cargo King. Any accepted higher value and applicable charges must be documented in writing before the shipment is tendered.

1.3. Cargo King will not be liable for loss, damage, delay, misdelivery, or non-delivery to the extent caused by:

- (a) an act, default, or omission of the consignor or shipper;
- (b) the nature of the shipment, a defect in the shipment, or its inherent vice;
- (c) improper or insufficient packing, securing, marking, or addressing, or another violation of these Terms and Conditions;
- (d) Concealed loss or damage resulting from prior transportation or any transfer of custody occurring before Cargo King's receipt of the shipment for final-mile delivery will be investigated and negotiated; or
- (e) an act of God, perils of the air, public enemies, public authorities acting under lawful authority, quarantine, riots, labor disturbances, civil commotions, fuel shortages, or hazards incident to a state of war.

1.4. To the extent permitted by applicable law, Cargo King will not be liable for consequential, incidental, or special damages arising from loss of, damage to, non-delivery of, or delay to a shipment. This exclusion includes, without limitation, loss of profit, income, or business opportunity.

1.5. Cargo King and its assignees will not be liable for items of extraordinary value, including, without limitation, works of art, jewelry, money, precious metals, gems, furs, coins, bullion, securities, or other negotiable instruments, except that any liability for such items will not exceed $50.00.

1.6. The shipper warrants that each shipment is packaged to withstand ordinary handling during transportation. Glass, fragile items, and electronic equipment must be clearly identified and professionally packaged or crated. Cargo King may deny a claim to the extent that damage results from failure to meet these packaging and identification requirements.

1.7. The shipper warrants that the shipment is accurately and completely described on the shipping document or voucher. Cargo King reserves the right to open and inspect any shipment.

1.8. All shipments tendered to Cargo King are subject to reweighing and remeasurement. Cargo King may recalculate applicable charges based on the actual gross weight or dimensional weight, whichever is greater. Dimensional weight will be calculated by multiplying the shipment's extreme length, width, and height measurements in inches and dividing the resulting cubic-inch total by 200.

1.9. Cargo King reserves the right to act as the shipper's agent in connection with a shipment when Cargo King elects to do so.

1.10. If any provision of this Section 1 is held invalid or unenforceable, the remaining provisions will remain in effect to the extent permitted by law.

2. Payment of Charges, Credit, and Default

2.1. Customer authorizes Cargo King to obtain credit reports and conduct credit checks using information provided at enrollment or thereafter. Customer acknowledges that Cargo King may use the results to determine whether to extend credit and, if so, the amount and terms of credit.

2.2. Customer must pay the amount shown as due on each Cargo King service invoice in United States dollars within thirty (30) days of the invoice date, unless different payment terms are agreed to in writing. Credit terms are available only to customers approved by Cargo King.

2.3. Any invoice amount not disputed in writing within thirty (30) days of the invoice date will be deemed accepted by Customer. Customer must identify the disputed amount and provide the basis for the dispute. Customer remains responsible for paying all undisputed amounts when due.

2.4. Amounts not paid when due will accrue a late charge at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is lower.

2.5. Overpayments will not accrue interest and will be handled in accordance with applicable Florida law.

2.6. If Cargo King retains an attorney or collection agency to recover overdue amounts, Customer agrees to pay the reasonable attorneys' fees and collection costs incurred, to the extent permitted by applicable law.

2.7. Customer is jointly and severally liable for all charges arising from Customer's shipments, including transportation charges, fuel charges, accessorial charges, post-shipment adjustments, duties, customs assessments, governmental penalties and fines, taxes, and applicable legal costs and attorneys' fees related to the shipment or a dispute concerning it. If Customer acts as an agent for a third party, Customer represents that it has authority to do so, and Customer and the represented party will be jointly and severally liable for all charges arising from each shipment.

3. Claims

3.1. Claims for loss of or damage to a shipment must be made in writing and received by Cargo King within fifteen (15) days after the consignee accepts the shipment.

3.2. The claimant must retain the merchandise in its original shipping container so that Cargo King and/or its assignees may inspect it. The claimant must also provide satisfactory proof of loss, including invoices and other supporting documentation.

3.3. The claimant agrees to cooperate with Cargo King in pursuing recovery from any insurer and to exercise available legal rights to minimize the loss, including any applicable right of salvage. Cargo King or its insurer will be subrogated to the claimant's rights and remedies, if any, with respect to the loss.

3.4. Claims for overcharges must be submitted in writing to Cargo King within one hundred eighty (180) days after the consignee accepts the shipment.

3.5. To the extent permitted by applicable law, Cargo King will not process a claim for loss of or damage to a shipment until all transportation charges have been paid. Customer may not deduct or set off a claimed loss or damage amount against transportation charges owed to Cargo King.

3.6. If any provision of this Section 4 is held invalid or unenforceable, the remaining provisions will remain in effect to the extent permitted by law.

4. Rate Changes

4.1. Cargo King reserves the right to change its shipping tariffs without prior notice to the shipper. Any revised tariff may apply for the period Cargo King determines, subject to applicable law and any written agreement governing the shipment.

5. Fuel Surcharges

5.1. Cargo King reserves the right to assess or change a fuel surcharge on shipments without prior notice to the shipper. A fuel surcharge may apply for the period Cargo King determines, subject to applicable law and any written agreement governing the shipment.

6. Governing Law and Jurisdiction

6.1. These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict-of-law principles.

6.2. For disputes arising out of or relating to these Terms and Conditions, each party irrevocably submits to the non-exclusive jurisdiction of the state courts located in Florida and the United States District Court for the appropriate federal district in Florida.

7. Severability

7.1. Each provision of these Terms and Conditions is severable and will be enforceable independently of the other provisions and of any other claim or cause of action, to the extent permitted by applicable law.

8. Indemnity

8.1. Customer will defend, indemnify, and hold harmless Cargo King, its officers, agents, and employees from and against third-party claims, actions, causes of action, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to facts or alleged facts that, if true, would constitute a breach of these Terms and Conditions by Customer.

9. Waiver

9.1. Cargo King's failure at any time to require performance of any provision of these Terms and Conditions will not affect its right to enforce that provision later. A waiver of any breach will not constitute a waiver of any subsequent breach or a waiver or modification of the provision.

10. Amendments

10.1. Cargo King may amend these Terms and Conditions from time to time. Amendments will become effective when posted by Cargo King and will apply to shipments ordered after the effective posting time.

Customer Acknowledgment

By tendering a shipment to Cargo King Express, Inc., placing an order for service, or using Cargo King's services, Customer acknowledges that it has had the opportunity to review and agrees to be bound by these Terms and Conditions, to the extent permitted by applicable law.