

1. Acceptance of Terms

These Terms of Service ("Terms") constitute a legally binding agreement between you ("Customer," "you," or "your") and HartStone Logistics LLC ("Company," "we," "us," or "our"). By accessing our website (www.HartStoneLogistics.com), requesting a quote, booking a shipment, or using any of our freight and shipping services, you agree to be bound by these Terms in their entirety.

If you are entering into these Terms on behalf of a business or legal entity, you represent that you have the authority to bind that entity to these Terms.

2. Description of Services

We provide freight transportation, shipping coordination, and related logistics services, including but not limited to: full truckload (FTL) and less-than-truckload (LTL) shipping, freight brokerage, shipment tracking, and quote generation. The specific scope, pricing, and terms for each shipment will be set forth in a separate shipping order, bill of lading, or rate confirmation.

2A. SMS Communications

NEW — Added for Avaya SMS Campaign Registration

By providing your mobile phone number to HartStone Logistics LLC, you expressly consent to receive text messages (SMS) from HartStone Logistics LLC at the number provided, including shipment updates, load status notifications, check call alerts, delivery confirmations, and operational communications.

- Message frequency varies based on active shipments.
- Message and data rates may apply.
- Mobile opt-in information will not be sold, shared, or transferred to third parties for any marketing purpose.
- You may opt out at any time by replying STOP to any message.
- Reply HELP to any message for assistance, or contact us at 480-480-6844.
- HartStone Logistics LLC is committed to responsible SMS use. All recipients are reminded never to text while driving per our standard carrier contracts and responsible use policy.

To opt in: Provide your mobile number verbally during load booking or in submitting an online form.

To opt out: Reply STOP to any message at any time. You will receive one confirmation message and no further messages will be sent.

For help: Reply HELP or contact Laura Neal at LNeal@HartStoneLogistics.com or 480-480-6844.

3. Account Registration

Certain features of our services may require you to create an account. You agree to provide accurate and complete information during registration and to keep your account credentials confidential. You are responsible for all activities that occur under your account. Notify us immediately if you suspect unauthorized access.

4. Shipment Terms & Customer Responsibilities

4.1 Shipment Information

You are responsible for providing accurate shipment details, including origin and destination addresses, commodity descriptions, weight, dimensions, and any special handling requirements. Inaccurate information may result in additional charges, delays, or refusal of shipment.

4.2 Packaging & Labeling

All freight must be properly packaged, labeled, and prepared for transportation in accordance with applicable laws and carrier requirements. We are not liable for damage resulting from inadequate packaging.

4.3 Prohibited & Restricted Items

You agree not to ship any hazardous materials, illegal substances, or items prohibited by applicable federal, state, or local laws unless you have obtained all required permits and have disclosed such items in advance. Undisclosed hazardous materials may result in penalties, surcharges, and legal liability.

4.4 Pickup & Delivery

Pickup and delivery dates and times are estimates only and are not guaranteed unless expressly stated in a separate written agreement. We shall not be liable for delays caused by weather, traffic, carrier issues, customs, or other circumstances beyond our reasonable control.

5. Pricing, Payment & Fees

All quoted rates are subject to confirmation at the time of booking and may be adjusted based on actual shipment characteristics. Payment terms will be specified in the applicable rate confirmation or invoice.

- Invoices are due upon receipt unless other terms are agreed in writing.
- Late payments may be subject to a service charge of 1.5% per month or the maximum rate permitted by law, whichever is lower.
- Additional charges may apply for accessorial services, detention, re-delivery, address corrections, liftgate service, inside delivery, or other non-standard services.
- We reserve the right to place a lien on any shipment for unpaid charges.

6. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- Our liability for loss of or damage to freight shall be limited to the lesser of: (a) the actual value of the goods at the time of shipment, or (b) the applicable carrier's maximum liability as set forth in the bill of lading or tariff.
- We shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to lost profits, lost revenue, or business interruption, regardless of the cause of action.
- We are not liable for delays, loss, or damage caused by acts of God, natural disasters, war, terrorism, government actions, strikes, epidemics, or other force majeure events.
- Total aggregate liability under these Terms shall not exceed the total fees paid by you to us in the twelve (12) months preceding the event giving rise to the claim.

7. Claims & Dispute Resolution

7.1 Filing Claims

All claims for loss, damage, or shortage must be submitted in writing within nine (9) months of the delivery date (or expected delivery date for lost shipments). Claims must include supporting documentation such as the bill of lading, proof of value, and photographs of damage.

7.2 Dispute Resolution

Any dispute arising out of or relating to these Terms that cannot be resolved through good-faith negotiation shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in Scottsdale, Arizona. Each party shall bear its own costs and attorneys' fees unless the arbitrator determines otherwise.

8. Intellectual Property

All content on our website, including text, graphics, logos, images, software, and trademarks, is the property of HartStone Logistics LLC or its licensors and is protected by applicable intellectual property laws. You may not reproduce, distribute, modify, or create derivative works from any content without our prior written consent.

9. Website Use & Acceptable Conduct

When using our website, you agree not to:

- Use automated systems (bots, scrapers) to access the website without our written permission.
- Attempt to gain unauthorized access to any portion of the website, its servers, or connected systems.
- Interfere with or disrupt the integrity or performance of the website.
- Upload or transmit any viruses, malware, or other harmful code.
- Use the website for any unlawful or fraudulent purpose.

10. Indemnification

You agree to indemnify, defend, and hold harmless HartStone Logistics LLC, its officers, directors, employees, agents, and affiliates from and against any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of our services; (b) your breach of these Terms; (c) your violation of any applicable law or regulation; or (d) inaccurate shipment information or undisclosed hazardous materials provided by you.

11. Termination

We may suspend or terminate your access to our services at any time, with or without cause, upon written notice. You may terminate your account by contacting us at the information provided below. Termination does not relieve you of any obligations incurred prior to termination, including outstanding payments.

12. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of law provisions. For matters not subject to arbitration, the exclusive jurisdiction shall be the state and federal courts located in Maricopa County, Arizona.

13. Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be modified to the minimum extent necessary to make it valid and enforceable.

14. Entire Agreement

These Terms, together with our Privacy Policy, any applicable rate confirmations, bills of lading, and other written agreements, constitute the entire agreement between you and the Company regarding the subject matter herein and supersede all prior or contemporaneous communications, proposals, and agreements.

15. Changes to These Terms

We reserve the right to modify these Terms at any time. Updated Terms will be posted on our website with a revised "Effective Date." Your continued use of our services following any changes constitutes acceptance of the modified Terms. We encourage you to review these Terms periodically.

16. Contact Information

For questions or concerns about these Terms of Service, please contact us:

- Email: LNeal@HartStoneLogistics.com
- Phone / Text: 480-480-6844
- Mailing Address: HartStone Logistics LLC, 7014 E Camelback Rd, Ste B100A, Scottsdale, AZ 85251
- Website: www.HartStoneLogistics.com