

HARMONIZED · BROKER · FORWARDER · NVOCC · WAREHOUSE

# Corporate Master Service Terms & Conditions.

These Master Service Terms and Conditions ("Master Terms") govern all services provided by PressEx Logistics LLC and its affiliated entities (collectively, "PRESSEX"). By tendering cargo or requesting services, Customer agrees to be bound by these Master Terms. Effective Date: Feb 17, 2026.

## SECTION 1 Service Capacity

PRESSEX may act in different capacities depending on the service performed. The capacity in which PRESSEX acts shall be determined solely by the transport document issued.

CAPACITY	WHEN PRESSEX ACTS AS...	GOVERNING FRAMEWORK
(i)	Licensed property broker — domestic ground	Carmack Amendment · Bill of Lading
(ii)	Freight forwarder	House Bill of Lading
(iii)	NVOCC (Non-Vessel-Operating Common Carrier)	House Bill of Lading · COGSA / Hague-Visby
(iv)	Indirect air carrier — House Air Waybill	Montreal Convention · 19 SDR/kg
(v)	Warehouseman	Warehouse Receipt · \$0.50/lb cap

## SECTION 2 Hierarchy of Documents

In the event a House Bill of Lading (HBL), House Air Waybill (HAWB), Warehouse Receipt, or other transport document is issued, the terms printed on such document shall govern the specific service provided and shall prevail in the event of any conflict with these Master Terms.

## SECTION 3 Broker Services — Domestic Ground

When acting solely as a broker, PRESSEX does not take possession of cargo and is not a motor carrier. Carrier liability is governed exclusively by the applicable bill of lading and federal law, including the Carmack Amendment. PRESSEX shall not be liable for acts or omissions of third-party carriers.

## SECTION 4 Forwarder / NVOCC Services

When acting as freight forwarder or NVOCC and issuing its own House Bill of Lading, liability shall be governed by the terms of that Bill of Lading including COGSA, Hague or Hague-Visby Rules where applicable.

## SECTION 5 Air Freight Services

When issuing a House Air Waybill, liability shall be governed by the Montreal Convention or other applicable air conventions. Unless a higher value is declared in writing and accepted by PRESSEX, liability shall not exceed 19 SDRs per kilogram.

## SECTION 6 Warehouse Services

Warehouse services are governed by the Warehouse Receipt and applicable warehouse contract terms. Unless otherwise agreed in writing, liability shall not exceed \$0.50 per pound or actual replacement cost, whichever is less.

## SECTION 7 Limitation of Liability — General

In no event shall PRESSEX be liable for consequential, incidental, indirect, special, punitive, or exemplary damages, including lost profits, loss of market, or business interruption. Where no specific transport document applies, liability shall be limited to the lesser of (i) \$50 per shipment, (ii) the invoice value of the goods, or (iii) the brokerage fees earned.

**CATCH-ALL LIABILITY CAP**

Where no specific transport document applies, liability is limited to the lesser of \$50 per shipment, the invoice value of the goods, or the brokerage fees earned. No liability for lost profits, loss of market, or business interruption — ever.

**SECTION 8 Declared Value**

Any increase in liability must be declared in writing prior to shipment and accepted by PRESSEX in writing. Payment of additional charges may be required.

**SECTION 9 Claims & Time Limits**

All claims must be submitted in writing within thirty (30) days from the date of delivery or scheduled delivery in the case of non-delivery. Unless governed by a compulsorily applicable international convention, any legal action against PRESSEX must be commenced within one (1) year from the date of delivery or the date when the goods should have been delivered. Where carriage is subject to COGSA, the Montreal Convention, or other mandatory law, the time limitations set forth in such convention or statute shall apply.

**SECTION 10 Indemnification**

Customer agrees to defend, indemnify, and hold harmless PRESSEX from any claims, penalties, fines, duties, taxes, demurrage, detention, or other liabilities arising from inaccurate shipment information, regulatory violations, or breach of these Terms.

**SECTION 11 Compliance & Sanctions**

Customer warrants compliance with all applicable laws including EAR, ITAR, OFAC, FCPA, and all export control regulations. Customer shall indemnify PRESSEX for violations arising from inaccurate or incomplete information.

**SECTION 12 Payment & Lien**

All charges are due per invoice terms regardless of cargo claims. PRESSEX retains a general lien on goods and documents for unpaid charges to the extent permitted by law.

**SECTION 13 Cybersecurity & Fraud**

PRESSEX shall not be liable for losses resulting from cyber fraud, wire fraud, or unauthorized payment instructions. Customer is responsible for independently verifying payment instructions.

**WIRE-FRAUD REMINDER**

Always verify payment instruction changes by phone using a previously-known number — never reply-to-email or use a number contained in the message requesting the change.

**SECTION 14 Governing Law & Venue**

Unless otherwise governed by mandatory convention, these Master Terms shall be governed by the laws of the State of Florida. Exclusive venue shall lie in Miami-Dade County, Florida.

**SECTION 15 Entire Agreement**

These Master Terms constitute the umbrella agreement governing services unless superseded by a separately executed written agreement.

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**SECTION 16 Dispute Resolution; Arbitration (Commercial Matters Only)**

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This arbitration provision applies solely to disputes arising out of unpaid invoices, credit terms, service fees, indemnification obligations, or other commercial matters not involving cargo loss, damage, delay, or carriage governed by a compulsorily applicable international convention. Such disputes shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) in Miami-Dade County, Florida, in accordance with its Commercial Arbitration Rules. This arbitration provision shall not apply to claims subject to COGSA, the Montreal Convention, or other mandatory transport law. PRESSEX retains the right to pursue collection actions, lien enforcement, or injunctive relief in a court of competent jurisdiction.