

**BLUSPARK GROUP**  
**TRUCK FREIGHT SERVICES ADDENDUM**  
**TO**  
**TRANSPORTATION SERVICE TERMS AND CONDITIONS**  
(Effective: [DATE])

This Truck Freight Services Addendum (this “Truck Addendum”) to the Transportation Service Terms and Conditions (the “Transportation Terms” found here [LINK]), by and between Bluspark Global, LLC and its subsidiaries and affiliates (collectively, as applicable “Bluspark”) and the customer entity identified in the Covering Agreement, an applicable Statement of Work, Order Form, Purchase Order, Quote or Invoice (“Customer”), is effective as of the Effective Date of the Transportation Terms. This Truck Addendum shall be applicable to Transportation Services provided by Bluspark that involve Carriage of Goods via motor carrier, truckload, less-than-truckload, drayage, or other ground transportation by truck (collectively, “Truck Freight Services”). All capitalized terms not defined in this Truck Addendum shall have the meaning given to them in the Transportation Terms.

**1. General.**

- 1.1. Truck Freight Services.** This Truck Addendum shall apply to any Transportation Services arranged by Bluspark for Customer related to Carriage of Goods via Truck Freight Services.
- 1.2. Incorporation of Specific Transportation Services Terms.** Other Transportation Addendums may also apply as set forth in the Transportation Terms.
- 1.3. Order of Precedence.** The order of precedence set forth in Section 1.3 of the Transportation Terms applies to this Truck Addendum.

**2. Role of Bluspark.**

- 2.1. Broker; Intermediary Capacity.** Bluspark provides the Truck Freight Services as a non-asset-based intermediary and freight forwarder and broker arranging transportation through third-party motor carriers and related service providers. Bluspark is not a motor carrier and does not own, lease, operate, or control trucks, tractors, trailers, or other motor carrier equipment.
- 2.2. Transportation Arranged Through Third-Party Carriers.** Bluspark will arrange for the Carriage of Goods through third-party motor carriers and other service providers (collectively, “Motor Carriers”), as selected by Bluspark (or as otherwise directed or approved by Customer, if applicable). Customer acknowledges that the actual truck carriage of Goods is performed by Motor Carriers and is subject to the applicable Motor Carrier’s governing terms, including the applicable bill of lading and/or rate confirmation, as issued by the Motor Carrier.
- 2.3. Agent Principal Framework.** The characterization of Bluspark’s role as agent and/or principal with respect to any shipment, and the related allocation of risk and liability, shall be governed by Sections 16 (Bluspark as Agent) and 17 (Bluspark as Principal) of the Transportation Terms.
- 2.4. No Guaranteed Capacity or Equipment.** Bluspark does not guarantee the availability of any Motor Carrier capacity, equipment type, driver availability (including team drivers), or pickup scheduling unless Bluspark has expressly agreed to do so in writing. All transportation arrangements are subject to Motor Carrier acceptance, equipment availability, facility requirements, and operational constraints, and may be modified or cancelled by the Motor Carrier.

### 3. Customer Shipment Information; Special Requirements.

- 3.1. Shipment Details. Without limiting Section 3 (Customer Obligations) of the Transportation Terms, Customer shall provide Bluspark, in a timely manner and in the form reasonably requested by Bluspark, complete and accurate shipment information required for Truck Freight Services, including, as applicable:
  - 3.1.1. origin and destination addresses;
  - 3.1.2. pickup and delivery dates and times (including appointment requirements);
  - 3.1.3. commodity description and freight classification (including NMFC class, if applicable);
  - 3.1.4. weight, piece count, dimensions, and packaging;
  - 3.1.5. equipment requirements (including liftgate, refrigerated equipment, flatbed, hazmat, team driver, etc.); and
  - 3.1.6. any access requirements, restrictions, or special handling instructions.
- 3.2. Hazardous Materials and Restricted Cargo. Customer shall not tender hazardous materials or other restricted cargo for Truck Freight Services except to the extent expressly agreed to in writing by Bluspark in advance and in accordance with the Transportation Terms and all applicable laws and regulations.
- 3.3. Consequences of Inaccurate or Incomplete Information. Customer acknowledges that inaccurate, incomplete, or late shipment information may result in delay, rebooking, refusal of cargo, additional services, or additional Charges, all of which shall be for Customer's account.
- 3.4. LTL Classification; Reweigh and Remeasure. For less-than-truckload ("LTL") shipments, Customer acknowledges that rates and Charges may be based on the freight classification, weight, and dimensions provided by Customer and/or determined by the Motor Carrier. Motor Carriers may reweigh, remeasure, reclassify, or otherwise adjust shipment details, and Customer shall be responsible for any resulting additional Charges, including reclassification, reweighing, inspection, correction, or administrative fees.

### 4. Accessorial Charges; Detention; Delays.

- 4.1. Accessorial Charges. Without limiting Sections 2.4, 6, 13.5, and 13.6 of the Transportation Terms, unless expressly included in a written Booking Confirmation or rate confirmation accepted by Bluspark, Bluspark's quoted truck freight rates exclude, and Customer shall pay as additional Charges, all accessorials and third-party costs associated with Truck Freight Services, including, as applicable:
  - 4.1.1. detention and layover;
  - 4.1.2. reconsignment, redelivery, and address correction;
  - 4.1.3. driver assist, inside delivery, and liftgate service;
  - 4.1.4. lumper, sorting, or unloading fees;
  - 4.1.5. storage, holding, or trailer retention; and
  - 4.1.6. any similar charges assessed due to shipment characteristics, shipper/consignee requirements, or circumstances outside Bluspark's control.
- 4.2. Delays; Appointment Requirements. Customer acknowledges that pickup and delivery times may be affected by Motor Carrier operations, traffic, weather, facility congestion, appointment

availability, and other circumstances outside Bluspark's control. Nothing in this Truck Addendum shall be construed as a guarantee of transit time or delivery by a specified date unless Bluspark has expressly agreed to such guarantee in writing.

**4.3.** Facility Delays; Driver Waiting Time. Customer acknowledges that detention, layover, and other delay-related Charges may be assessed due to facility congestion, appointment availability, shipper or consignee delay, loading/unloading delays, access restrictions, or other circumstances outside Bluspark's control. Such Charges may be assessed by the Motor Carrier regardless of whether the delay is caused by Customer, the consignee, or the facility, and shall be for Customer's account.

**5.** No Separate Claims Regime; Incorporation of Transportation Terms.

**5.1.** Claims and Time Bars. Customer acknowledges and agrees that the notice of claim requirements, time limitations, and limitations of liability set forth in the Transportation Terms (including Sections 9, 10, and 11) apply to Truck Freight Services. Nothing in this Truck Addendum is intended to, nor shall it, increase or expand Bluspark's liability beyond the limits and exclusions set forth in the Transportation Terms.

**6.** Pass-Through Costs.

**6.1.** Truck-Specific Pass-Through Costs. Without limiting the Transportation Terms, Customer shall be responsible for all pass-through costs and third-party charges assessed in connection with Truck Freight Services, including Motor Carrier charges, fuel surcharges, tolls, and other costs assessed after commencement of the Truck Freight Services.