



BENVENUTI GLOBAL LOGISTICS, LLC

Terms and Conditions of Service

Version 1.0 | Effective September 23, 2026

These Terms and Conditions of Service govern all services provided by Benvenuti Global Logistics, LLC. Please read them carefully. They limit BGL's liability and set deadlines for claims.

1. Definitions

- 1.1 "BGL"** means Benvenuti Global Logistics, LLC, an Arizona limited liability company, and its employees and authorized agents.
- 1.2 "Customer"** means the person or company that requests Services from BGL, and anyone acting on its behalf, including the shipper, consignee, owner of the goods, and any party that pays or is responsible for BGL's charges.
- 1.3 "Services"** means any service BGL provides or arranges, including freight forwarding, arranging ocean, air and truck transportation, documentation, export filing, and coordinating customs clearance, warehousing and insurance with third parties.
- 1.4 "Third Parties"** means the carriers, truckers, airlines, steamship lines, NVOCCs, agents, customs brokers, warehouses, insurers and other service providers BGL engages to perform the Services.
- 1.5 "Goods"** means the cargo and any container, packaging or equipment moving with it.

2. How these Terms apply

- 2.1** These Terms apply to every quote BGL gives and every shipment or Service BGL accepts. By requesting a quote, tendering Goods, or accepting Services, Customer agrees to these Terms. Customer's own purchase-order or other terms do not apply unless BGL agrees to them in a writing signed by BGL.
- 2.2** When BGL issues its own house bill of lading or air waybill, the terms of that document, and for ocean shipments BGL's tariff published as required by the Federal Maritime Commission, govern the carriage. These Terms apply to everything else and fill any gaps.
- 2.3** If these Terms conflict with a written quote or a signed agreement for a specific shipment, the quote or agreement controls for that shipment.

3. BGL's role

- 3.1** BGL is a non-asset logistics company. It does not own vessels, aircraft, trucks or warehouses. Unless BGL issues its own bill of lading or air waybill, BGL acts as Customer's agent in arranging the Services with Third Parties and is not the carrier.
- 3.2** BGL is not a licensed customs broker and does not file customs entries or ISF filings itself. Where customs clearance is needed, BGL coordinates it with a licensed customs broker, and Customer authorizes BGL to appoint one on Customer's behalf.
- 3.3** BGL only performs services that its licenses and registrations allow at the time of the shipment. Where BGL's own authority for a mode has not yet been granted, that mode is arranged through, and performed under the authority of, the licensed Third Party named on the quote.
- 3.4** Unless Customer gives specific written instructions before BGL books the shipment, BGL may choose the carriers, routing and method of handling. BGL is not responsible for delays or schedule changes by Third Parties. Sailing, flight and transit times are estimates, not guarantees.

4. Quotes and charges

- 4.1** Quotes are based on the information Customer provides, including description, weight, dimensions, dates and locations, and are valid for the period stated on the quote. If the information changes or turns out to be wrong, BGL may re-quote.
- 4.2** Quotes do not include duties, taxes, government fees, inspection or examination charges, storage, demurrage, detention, waiting time, re-delivery, or carrier surcharges and rate increases that take effect after the quote, unless the quote says so. These charges are billed at cost plus any stated handling fee.

- 4.3** BGL may advance money on Customer's behalf (for example, duties or carrier charges) but is not required to. Customer must repay any advance on BGL's normal payment terms.

5. Payment

- 5.1** Unless BGL has approved credit terms in writing, charges are due before the shipment moves. Where credit is approved, invoices are due within 15 days of the invoice date.
- 5.2** BGL accepts payment by ACH, wire transfer, check, or card through its payment processor. BGL does not accept cash or cryptocurrency. Payment must come from the Customer billed. BGL may refuse or return a payment from any other party.
- 5.3** Unpaid balances bear a late charge of 1.5% per month or the highest rate allowed by law, whichever is lower. Customer pays BGL's reasonable costs of collection, including attorney fees.
- 5.4** Customer remains responsible for all charges on a shipment even if charges are billed to the consignee or another party and that party does not pay. Customer may not deduct claims from BGL's invoices.

6. Customer's responsibilities

- 6.1** Customer is responsible for the accuracy and completeness of all information and documents it provides, including the description, value, weight, quantity, HTS or Schedule B number, export classification (ECCN or EAR99), country of origin, and the names and addresses of all parties.
- 6.2** Customer must properly pack, mark, label and secure the Goods for the entire journey, and must declare any hazardous or dangerous goods in writing before booking, in full compliance with the rules that apply to them.
- 6.3** Customer is responsible for complying with all export, import, customs, sanctions and product laws that apply to the Goods, including obtaining any required licenses or permits. As the exporter or importer, Customer remains responsible for these obligations even when BGL or a Third Party prepares documents or filings for it.
- 6.4** Customer will not tender Goods that are illegal, prohibited, or that require a license Customer does not hold, and will not tender Goods destined for, or originating from, a sanctioned country, region or person.

7. Sanctions and export compliance

- 7.1** BGL screens customers, consignees, notify parties, payers and other parties against U.S. government restricted-party lists before accepting a booking. BGL will not provide Services, or accept payment, involving Cuba, Iran, North Korea, Syria, or the Crimea, Donetsk or Luhansk regions of Ukraine, or any person on a U.S. sanctions or restricted-party list.
- 7.2** BGL may hold, refuse, or cancel any booking or payment it reasonably believes would violate sanctions or export-control laws or BGL's compliance policy, and is not liable for doing so. Customer will provide any information BGL reasonably requests to complete its screening.
- 7.3** When BGL files Electronic Export Information for Customer, Customer authorizes BGL to do so as its agent and certifies that the information Customer provides is true and complete.

8. Air cargo security

- 8.1** Air shipments are subject to Transportation Security Administration requirements. Customer consents to the search, screening and inspection of air cargo, and BGL may refuse any shipment that cannot be accepted under those requirements.

9. Insurance

- 9.1** BGL does not insure the Goods unless Customer asks for cargo insurance in writing before the shipment moves and pays the premium. Without insurance, Customer's recovery for loss or damage is limited to what the carrier's contract of carriage and the law allow, which is often far less than the value of the Goods.
- 9.2** When BGL arranges insurance, it does so as Customer's agent. Claims are governed by the insurance policy, and BGL is not the insurer.

10. Limits of BGL's liability

- 10.1** BGL is liable only for loss or damage caused by its own negligence in performing the Services. BGL is not liable for the acts or omissions of Third Parties, which are governed by those Third Parties' contracts of carriage, tariffs and the laws that apply to them, including international conventions and national laws that limit a carrier's liability per package or per kilogram.

- 10.2** When BGL acts only as an agent or broker, BGL's liability for any claim, of any kind, is limited to US\$50 per shipment or the fee BGL charged for its own Services on that shipment, whichever is less, unless Customer declared a higher value in writing before the shipment moved and paid the additional charge BGL quoted for it.
- 10.3** When BGL issues its own bill of lading or air waybill, or otherwise acts as a carrier or freight forwarder with carrier responsibility under law, BGL's liability is governed by that document, BGL's tariff, and the law that applies to that carriage, and the limit in section 10.2 applies only to the extent the law allows.
- 10.4** BGL is not liable for indirect, special, incidental or consequential damages, including lost profits, lost sales, market decline, or delay-related losses, even if BGL was told they were possible.

11. Claims

- 11.1** Customer must give BGL written notice of any claim within 90 days after the date the Goods were delivered or should have been delivered. Any lawsuit against BGL must be filed within one year after that date. Claims not made in time are waived.
- 11.2** Carriers often have much shorter notice periods (in some cases, a few days after delivery). Customer is responsible for inspecting the Goods at delivery, noting any loss or damage on the delivery receipt, and meeting each carrier's deadlines. BGL will assist Customer in presenting claims to Third Parties but does not guarantee any outcome.

12. Lien

- 12.1** BGL has a general and continuing lien on any Goods and documents in its possession or control for all amounts Customer owes BGL on that shipment or any earlier shipment. If amounts remain unpaid 30 days after BGL gives written notice, BGL may sell the Goods, at public or private sale, as the law allows, and apply the proceeds to what Customer owes.

13. Indemnity

- 13.1** Customer will defend, indemnify and hold BGL harmless from all claims, fines, penalties, duties, charges and expenses, including reasonable attorney fees, arising from inaccurate or incomplete information supplied by Customer, Customer's breach of these Terms, the nature of the Goods, or Customer's failure to comply with any law.

14. Events beyond BGL's control

- 14.1** BGL is not liable for any failure or delay caused by events beyond its reasonable control, including weather, natural disasters, war, terrorism, piracy, strikes, port or airport congestion, equipment shortages, carrier insolvency, pandemics, government action, customs holds, or failures of communications or computer systems.

15. General

- 15.1 Governing law and venue.** These Terms are governed by the laws of the State of Arizona, except where U.S. federal law or an international convention governs. Any lawsuit relating to these Terms or the Services must be brought in the state or federal courts located in Maricopa County, Arizona.
- 15.2 Entire agreement and changes.** These Terms, together with any written quote, BGL's bill of lading where issued, and any signed agreement, are the entire agreement. BGL may update these Terms by publishing a new version; the version in effect when a shipment is booked applies to that shipment.
- 15.3 Severability and waiver.** If any part of these Terms is unenforceable, the rest remains in effect. BGL's failure to enforce any part is not a waiver.
- 15.4 Notices.** Written notices to BGL go to info@bglfreight.com and Benvenuti Global Logistics, LLC, 13802 N Scottsdale Rd, Ste 151 #2006, Scottsdale, AZ 85254.

Adoption

Adopted by Ironpeak Global Partners, LLC, sole member of Benvenuti Global Logistics, LLC, acting through its Sole Member.

Signature: _____ Date: _____
Vince Cucinella Jr, CEO