

CARGO DAMAGE WAIVER

This Agreement made and entered into March 1st, 2023, by and between _____ (hereinafter "Owner" or "Shipper"), and CJ Shaughnessy Crane Service, Inc.. (hereinafter "Carrier").

THESE TERMS AND CONDITIONS SHALL PREVAIL OVER ALL INCONSISTENT PROVISIONS IN ANY OTHER CONTRACT DOCUMENTS, INCLUDING ANY BILL OF LADING OR PURCHASE ORDER AT ANY TIME. Shipper shall be conclusively deemed to have accepted this Cargo Damage Waiver (hereinafter "Agreement"), and to have entered into this Agreement with Carrier.

WHEREAS, Carrier is engaged in the business of transporting cargo by motor vehicle and desires to perform motor carrier transportation services for Shipper, and

WHEREAS, Shipper desires to hire Carrier to perform cargo transportation and provide motor carrier transportation services for Shipper,

NOW, THEREFORE, in consideration for the performance described herein, the Shipper and Carrier hereby agree as follows:

1. OPERATING AUTHORITY. Carrier represents that it has and will maintain the appropriate operating authorities from all applicable local, state, provincial or federal authorities, required to perform the services hereunder.
2. SCOPE OF WORK. This Agreement shall only apply to the following movement (hereinafter "the Move") of the described cargo (hereinafter "the Cargo"):

CJ Shaughnessy (Carrier) has received and is storing battery containers for Owner (see Bill of Ladings and pictures of equipment below). Carrier will be transporting the battery containers to the job site at 115 River Street, Halifax, MA 02338. Prior to transport, Owner wishes to remove all packaging from the battery containers, leaving them exposed. Should Owner decide not to repackage the containers prior to transport, Carrier requests a release of liability as documented herein.

3. ASSUMPTION OF RISK. THE SHIPPER HEREBY ASSUMES ALL OF THE RISK OF DAMAGE TO THE CARGO, whether arising from the Move or otherwise. This includes by way of example and not limitation, any risks, claims, suits, or causes of action that may arise from negligence or carelessness on the part of any persons or entities involved in the Move or with the Cargo.

4. RELEASE. In consideration of Carrier's performance of the Move, the Shipper hereby takes the following action for the Carrier and the Carrier's agents, employees, affiliates, successors, and assigns as follows: a)The Shipper WAIVES, RELEASES, AND DISCHARGES from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for any damage or loss of any kind to the Cargo.

5. DEFENSE, INDEMNITY, AND HOLD HARMLESS - To the fullest extent permitted by law, Depositor agrees to indemnify, hold harmless and defend Company, its employees and agents, from all claims for death or injury to persons, including Company's employees, for all loss, damage or injury to property, including the goods, arising in any manner out of Depositor's work and/or goods. Depositor's duty to indemnify hereunder shall include costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Depositor shall not be required to indemnify, hold harmless, insure, or defend Company for Company's own negligence. However, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for the Depositor under workers' compensation acts, disability benefits

acts, or other employee benefits acts. The Depositor's obligations hereunder shall further not be limited by the amount of its liability insurance, and the providing of such insurance for Company shall not operate to waive any of the above obligations. The indemnification above shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for the Depositor under workers' compensation acts, disability benefits acts, or other employee benefits acts. The Depositor's obligations hereunder shall further not be limited by the amount of its liability insurance, and the providing of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this agreement. If this paragraph is declared invalid, then all other paragraphs of this agreement shall stand. The Depositor's obligation to indemnify Company shall survive the termination of this agreement.

6. INVESTIGATION. The Shipper shall bear the cost of any investigation or adjustment into any damage or loss to the Cargo (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, testing fees, costs of storage and down time for inability to use the Cargo), no matter which party may generate the costs.

7. LIMITATION OF LIABILITY. IN NO EVENT SHALL THE CARRIER BE LIABLE TO THE SHIPPER, OR THE SHIPPER'S CLIENTS, CUSTOMERS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS OR AFFILIATES WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGE, LOSS, COSTS OR EXPENSES SUFFERED BY ANY PARTY ARISING OUT OF, OR IN CONNECTION WITH ANY DAMAGE OR LOSS TO THE CARGO, WHETHER OR NOT ANY PARTY WAS ADVISED OF THE POTENTIAL OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSS OR OTHER LOSS OF TURNOVER, PROFITS, BUSINESS, GOODWILL, DATA, EVEN IF THAT LOSS OR DAMAGE WAS FORESEEABLE BY OR THE POSSIBILITY OF IT WAS BROUGHT TO THE ATTENTION OF ANY PARTY. NOTWITHSTANDING THE FOREGOING AND IN ADDITION, THE MAXIMUM AGGREGATE LIABILITY OF THE CARRIER TO THE SHIPPER, FOR ALL CLAIMS ARISING OUT OF, OR IN CONNECTION WITH ANY DAMAGE OR LOSS TO THE CARGO SHALL NOT IN ANY CIRCUMSTANCES EXCEED THE AMOUNT PAID TO CARRIER FOR THE MOVE OR \$25,000.00, WHICHEVER IS GREATER.

8. INSURANCE. Insurance. SHIPPER agrees to keep and maintain at all times during and after the Move and at its sole expense, insurance meeting the requirements of the U.S. Federal Highway Administration, protecting Shipper and Carrier from claims arising out of, or in connection with any damage or loss to the Cargo. In addition, Shipper shall keep and maintain at all times during and after the Move and at its sole expense, at least the following insurance coverage and limits: (a) Worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; (b) Comprehensive general liability insurance covering bodily injury and property damage with limits of \$2,000,000; (c) Cargo Insurance in the amount of the actual value of the Cargo transported under this Agreement, but with not less than constant minimum limits of \$1,000,000; (d) Commercial Auto Liability or Hired and Non-owned Auto Liability Insurance with limits of \$2,000,000; (e) excess/umbrella following form non-contributory insurance in the amount of at least \$10,000,000 and Shipper's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Carrier's insurance policies; and (f) Upon request, Shipper shall submit to Carrier a certificate of insurance or equivalent documents providing evidence of such coverage. Shipper's agreements to indemnify and hold Carrier and others harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Shipper or Carrier may perform the Move without the above coverages in place, such an occurrence shall not operate, in any way, as a waiver of the Carrier's right to maintain any breach of contract action against Shipper. Shipper hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. Shipper understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

9. WRITINGS / SIGNATURES. This Agreement and subsequent writings relating to this Agreement must be signed and may be transmitted by facsimile or like fashion and the signatures on such transmissions shall operate to bind the parties with the same force and effect as original signatures.

10. ASSIGNMENT. This Agreement shall not be assigned, in whole or in part, by either party without the prior written consent of the other.

11. CONFIDENTIALITY. Except as required by law, the terms and conditions of this Agreement and information pertaining to the Cargo or the Move shall not be disclosed by either party to persons other than its directors, officers, employees, agents, attorneys, accountants and auditors or except as required to perform the Move.

12. ENTIRE AGREEMENT /MODIFICATION. This Agreement sets forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein. This Agreement may not be amended except by a writing signed by both parties.

13. SEVERABILITY. If any part, term or provision of this Agreement is declared unlawful or unenforceable, by judicial determination or performance, the remainder of this Agreement shall remain in full force and affect.

14. SECTION HEADINGS. The numbered section headings appearing in this Agreement do not constitute any part of this Agreement and shall not be considered in its interpretation.

15. GOVERNING LAWS. All surface transportation provided under this bill shall be subject to federal statute and common law otherwise applicable to regulate interstate shipments. U.S. statutes and regulations shall apply unless otherwise waived by signed written agreement. If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to the terms and provisions and limitations of liability specified by the "Carriage of Goods by Sea Act" and any other pertinent laws applicable to water carriers.

THE SHIPPER CERTIFIES THAT THEY HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENT. THE SHIPPER IS AWARE THAT THIS IS A RELEASE OF LIABILITY, AN INDEMNITY AND AN INSURANCE CONTRACT AND THAT IT HAS BEEN SIGNED AFTER RECEIVING ADVISE OF COUNSEL.

IN WITNESS WHEREOF, This Agreement has been signed by the authorized representatives of Shipper and Carrier as of the date first shown above.

Shipper:		Carrier:	CJ Shaughnessy Crane Service, Inc.
By:		By:	
Title:		Title:	
Address:		Address:	
Telephone:		Telephone:	