

## **BIOTRANS LLC TERMS OF SERVICE**

**1. Applicability:** These Service Terms set forth the standard terms and conditions under which BioTrans provides services to customers that do not have a current, fully executed Master Service Agreement with BioTrans. These Service Terms apply on a transaction-by-transaction basis to each such service request and become effective upon the Client's authorization of, or instruction to proceed with, the requested service. The Client acknowledges that it has received, or has been provided a reasonable opportunity to review, these Service Terms before authorizing the requested service. The Client further agrees that authorizations and acceptances transmitted or maintained electronically shall not be denied legal effect solely because they are in electronic form, and that a contract formed by electronic record is enforceable to the fullest extent permitted by applicable law.

**2. Scope:** BioTrans provides a single-job logistics service as requested by Client and confirmed at the time of booking, which may include transportation, handling, coordination, and related support as applicable to the specific request. These Terms do not create any ongoing, recurring, or minimum-volume arrangement between BioTrans and Client.

**3. BioTrans' Performance Standard:** BioTrans will perform the requested service using trained personnel and equipment that BioTrans deems appropriate for the stated requirements of the job, and BioTrans will provide operational communications and status updates as reasonably available during execution of the service.

**4. Client Information and Readiness Obligations:** Client shall provide accurate and complete shipment information, including locations, access instructions, responsible contacts, timing requirements, cargo details, and any special handling needs, and Client shall ensure the shipment is ready at pickup, properly packaged and labeled, and capable of being safely handed off at the scheduled time.

**5. Documentation; Permits; Authorizations:** Client and BioTrans shall each obtain, maintain, and provide, as applicable to their respective roles and obligations under state, local, and federal law, all documentation, approvals, permits, authorizations, and receiving acceptances required for lawful transport, facility access, and delivery acceptance, including any cargo-specific, material-specific, or program-specific requirements applicable to the items within the shipment; provided, however, that Client remains responsible for furnishing shipment-originating documents and information that are uniquely within Client's possession or control, and BioTrans remains responsible for carrier or operator documentation that is specifically required of BioTrans by applicable law.

**6. Availability at Pickup and Delivery:** Client shall ensure that responsible sender and receiver representatives are available at pickup and delivery to release and accept the shipment, to provide required documentation, and to confirm handoff completion.

**7. Failure of Client Obligations; Delay; Reschedule; Cancellation:** If Client fails to satisfy any obligation in Sections 4 through 6, BioTrans may delay, reschedule, modify, or cancel the service in its discretion, and Client remains responsible for all costs incurred by BioTrans,

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including dispatch, waiting time, re-attempts, re-routing, holding, storage, and other operational costs attributable to such failure.

**8. Scheduling; Estimated Times; No Guarantee:** Any pickup and delivery times provided by BioTrans are estimates and not guarantees and may change due to safety considerations, weather, traffic, road conditions, facility delays, operational constraints, or regulatory requirements, and Client acknowledges that such factors may affect transit and completion times.

**9. Waiting Time; Access Issues; Failed Attempt:** BioTrans may assess additional charges for on-site waiting beyond reasonable loading and unloading time, and if a pickup or delivery cannot be completed due to access restrictions, facility refusal, lack of readiness, or absence of required representatives, BioTrans may treat the event as a failed attempt or dry run and invoice Client accordingly.

**10. Safety and Compliance; Right to Refuse or Suspend:** BioTrans may refuse, stop, suspend, or modify service if conditions are unsafe for personnel, in-transit cargo, equipment, or the public, if the shipment is noncompliant or materially different from what was represented, if hazards were undisclosed, if documentation is missing or deficient, or if packaging or containers are inadequate for safe transport, and Client shall be responsible for all additional time and cost arising from such conditions.

**11. Emergency Stabilization (Client Unreachable); No Duty to Secure Assistance:** If BioTrans, acting in good faith, believes immediate stabilization is required during the Services and Client, or Client's designated emergency contact, cannot be reached after reasonable efforts, BioTrans may, but is not required to, arrange suitable emergency stabilization assistance as available based on the circumstances and local resource availability. Client shall be solely responsible for all related costs and expenses, including third-party provider fees, materials and incidentals, any required evaluation or verification, facility charges, transport, and administrative time, whether paid directly by Client or advanced by BioTrans. BioTrans does not warrant availability, timing, or outcomes.

**12. Charges; Invoicing; Payment:** Client shall pay charges for the service as requested and performed, including charges arising from delays, special handling, re-routing, failed attempts, holding, re-delivery, or other additional work necessitated by circumstances encountered during execution. For clients with no established credit history with BioTrans, pre-payment may be required as a condition of scheduling and performance of services. Payment shall be due in accordance with BioTrans' standard invoicing practices, which are net fourteen (14) days from the invoice date unless otherwise expressly agreed in a written instrument signed by authorized representatives of both parties.

**13. Past Due Amounts; Collection Costs:** Past due amounts may be subject to late charges, interest, and reasonable collection costs to the extent permitted by applicable law, and BioTrans may suspend future service until outstanding balances are resolved.

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**14. Cancellations and Rescheduling by Client:** If Client cancels or reschedules after BioTrans has committed resources including vehicle, staff, routing, scheduling, or related preparations, Client shall be responsible for costs incurred up to the time of cancellation or rescheduling, including dispatch and cancellation charges as applicable, and any cancellation or rescheduling occurring within twenty-four (24) hours of the scheduled shipment time will be subject to an additional cancellation fee.

**15. Notice of Issues; Claims Timing:** Client shall inspect the shipment upon delivery and shall notify BioTrans of any alleged issues promptly upon delivery, and in any event within a reasonable time considering the nature of the shipment, and failure to provide prompt notice may impair BioTrans' ability to investigate and may limit available remedies.

**16. Limitation of Damages:** To the maximum extent permitted by law, BioTrans shall not be liable for any consequential, incidental, special, exemplary, punitive, or indirect damages, including without limitation lost profits, loss of opportunity, loss of use, delay damages, or downstream costs, whether arising in contract, tort (including negligence), strict liability, or otherwise, even if BioTrans has been advised of the possibility of such damages. BioTrans' total liability for any loss of or damage to a shipment (including any container(s) within such shipment), and for any claim arising out of or relating to the Services, shall in all events be limited to the lesser of (i) actual, provable replacement cost, or (ii) seventy dollars (US \$70.00) per container, subject to an aggregate hard cap of two thousand five hundred dollars (US \$2,500.00) per shipment, and in no event shall BioTrans be liable for any amounts in excess of such limits.

**17. Force Majeure; Events Beyond Control:** BioTrans shall not be responsible for delay, failure, or inability to perform caused by circumstances beyond its reasonable control, including severe weather, natural disasters, road closures, accidents, governmental actions, facility refusal, labor disruptions, or third-party delays.

**18. Governing Law; Venue; Forum Selection:** These Terms, and any dispute, claim, or controversy arising out of or relating to the service or these Terms, shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict-of-law principles. The parties agree that any action or proceeding shall be brought exclusively in a court of competent jurisdiction located in Plymouth County, Massachusetts, including the Brockton courthouse, or otherwise in the County of Plymouth, and, where applicable or required for jurisdiction, in a state or federal court seated in Boston, Massachusetts, and each party irrevocably submits to such jurisdiction and venue.

**19. Acceptance of Terms:** By requesting, scheduling, tendering, or otherwise authorizing BioTrans to perform any service when the Client does not have a current, fully executed Master Service Agreement with BioTrans, including authorization by email, phone, text, or shipment booking, the Client acknowledges that it has received, or has been provided a reasonable opportunity to review, these Terms, and the Client accepts and agrees that these Terms govern the requested service. The Client further agrees that any such authorization, including in electronic form, constitutes a valid manifestation of assent and may not be denied legal effect solely because it is transmitted or maintained electronically.