

CUSTOMER AGREEMENT

PREPARED BY: CIVANA LOGISTICS, LLC MEXICO-USA-CANADA



Please complete fully and email back to CIVANA Logistics

Request Date	Terminal Code	Credit Limit Requested				
Date	Requesting Credit	•				
Must have comp	- lete company name	and address for credit report.				
Company Name	mpany Name Phone w/ area code					
Actual Address						
City, State Zip		MC #				
Commodity:		Type of Business:				
Business Establish	ned:					
Ship Hazardous Materials? Y or N USDOT#						
Circle Applicable (1.1)(1.2)(1.3)(1.4 D)(Waste)		(2.3)(3)(4.1)(4.2)(4.3)(5.1)(5.2)(6.1)(7)(8)(9)(ORM-				
IMPORTANT N	IMPORTANT NOTE: Please supply proper billing address, if different from above:					
Billing Address						
City, State, Zip						
Actual Phone w/ a	rea code					
Toll-free Phone N	umber:					
Accounts Payable	Contact:					
Seasoft-multiple page a sape.	Name -					
en pignimente extraction property and control of the control of th	Email -					
The second secon	Phone -					



Billing Requirements (specific information which must be with the freight or invoice.)				
Need three (3) cur	crent U.S. or C.N. TRANSPO	ORTATION or TRADE credit references.		
Name	Name	Name		
Address	Address	Address		
City/St/ Zip	City/St/ Zip	City/St/ Zip		
Phone	Phone	Phone		
		Signa- ture Title:		
Bank:	Branch:			
Account #	Phone:			
Contact Branch	Fx:	Title:		
Company Officers &	t Title			
.)	Title	e		
	Title	8		
f applying for cred	lit in excess of \$50,000 pleas	se supply financial statement.		
Vebsite or internet a	iddress			
analyst	Credit Limit	Account #		



TERMS AND CONDITIONS

Pursuant to the agreed upon rates and charges, CIVANA LOGISTICS, LLC will arrange transportation of Customer's shipment from pickup to the place of destination via authorized motor carrier(s), and will provide cargo claim assistance, shipment tracking and other logistics services and all in accordance with this Agreement. CIVANA LOGISTICS, LLC will comply with all laws and regulations applicable to CIVANA LOGISTICS, LLC relating to Customer's freight and shipment; and will perform its obligations as an independent contractor and not as the agent or employee of Customer. CIVANA LOGISTICS, LLC will arrange transportation of Customer's shipment via authorized motor carriers who have submitted proof of authority and insurance, and whom have agreed to comply with applicable laws, to deliver shipments promptly, to employ competent, able and legally licensed personnel, to maintain their equipment in good repair, and to perform their transportation services in compliance with DOT regulations in a businesslike manner. The Customer's shipment, handled by CIVANA LOGISTICS, LLC, while this Agreement is in effect will be considered contract (not common) carriage, subject to and governed by the terms of this Agreement, and any legal rights or remedies contrary to this Agreement's provisions are hereby waived to the extent permitted by applicable law. CIVANA LOGISTICS, LLC agrees at all times to carry contingent cargo liability insurance in the amount of Two Million Dollars (\$2,000,000.00) with reliable insurance companies. Customer may request additional services or the forwarding of specific instructions to Carriers and other contractors assisting in the movement of Customers property, however the agreement to perform any additional services, or to forward along any additional special requests or instructions, shall in no way change the agreed contracted relationship of CIVANA LOGISTICS, LLC as an independent contractor and transportation broker or required any added supervisory responsibilities or liabilities for the carrier or other contractor's performance of such transportation related services. CIVANA LOGISTICS, LLC shall not be liable for the acts or omissions of custom officials, customs brokers, loading personnel or other third parties who may be involved in the loading or handling of cargo at pickup, delivery, including pickup and/or delivery or near the USA-Mexican border; nor for incidental, consequential or other special damages of any type.

Further, CIVANA LOGISTICS, LLC shall not be liable under any circumstances for losses or claims occurring or arising outside the U.S.A. and/or Canada. Customer shall hold harmless and defend CIVANA LOGISTICS, LLC from any claims liabilities arising out of the negligence of Customer relating to said shipment and from any claims arising to of or related to Customer's instructions or requests or any allegation that such instructions added supervisory responsibilities or liabilities for the carrier or other contractor's performance of transportation related services. Customer acknowledges and understands that cargo liability (loss, damaged, delay, etc.) for shipments under this Agreement will be affected and may be substantially limited by application of various countries laws, treaties, conventions, etc. Customer specifically understands that insurance in Mexico is NOT available, unless Customer arranges to purchase its own cargo insurance. Neither Customer nor CIVANA LOGISTICS, LLC shall be liable for damages for any transportation delay or failure, nor any delay or failure to perform any of this Agreement's terms and provisions, arising from causes beyond its control, including but not limited to acts of God or public enemies, acts of authority, labor disputes, fires, riots, war, embargoes, accidents, epidemics, unusually severe weather, closing or obstruction go highways, bridges or ferries, or shortage of raw materials or power, any of which have a material, substantial and adverse effect on either party's ability to perform pursuant to the terms of this Agreement. Customer warrants that it is or will be the owner of the shipment tendered hereunder and/or that it otherwise is fully authorized to agree to all terms herein with respect to said shipment; that the person signing on Customer's behalf is fully authorized to do so and to bind Customer hereto; and that this Agreement's terms shall be binding upon Customer's successors and assigns and all consignees, customers, subrogees or others persons claiming any interest in said shipment. A shipping receipt, bill of lading or comparable documentation in a generally

accepted form will be issued for each shipment, but the absence or loss of such shipping documentation, in and of itself, shall not relieve either party of its obligations or responsibilities hereunder with respect to any shipment. CIVANA LOGISTICS, LLC freight bills shall be paid by Costumer within thirty (30) days after receipt by Customer. Customer acknowledges that invoices for shipments shall be treated separately for any and all claims. Customer shall pay CIVANA LOGISTICS, LLC shipment invoices in full and not offset invoices due to outstanding claims. Carrier, not CIVANA LOGISTICS, LLC, is responsible for any and all charges (i.e., crane charges) necessitated by Carrier's failure to timely deliver any and all shipments. Customer agrees to pay collection costs, including reasonable attorney's fees, and interest at the highest legal rate on past due accounts. No modification of this Agreement and no waiver of its terms or provisions shall be effective unless and until made in writing and signed by authorized representatives of both parties. This Agreement may not be assigned, in whole or in part, by either party without the written consent of the other.

Customer shall be responsible for draining all fluids and lubricates from machinery before loading. Customer shall be responsible for any related clean up costs, lost productivity, fines, penalties and driver detention in the event fluids are not properly and completely drained.

CROSS BORDER RESPONSABILITY. If northbound or southbound cross border service to or from Mexico is provided to Customer or to Customer's consignee, Customer expressly agrees that Customer is liable for any damages or losses, including theft, relating to Carrier's or CIVANA LOGISTICS, LLC equipment or to cargo while in the possession of third parties hired by Customer, by Customer's consignee, or hired by Customer's or Customer's consignee's broker or freight forwarder. Such third parties include but are not limited to freight forwarders, brokers, and drayage companies hired by Customer, Customer's consignee, or Customer's or Customer's consignee's broker or freight forwarder. Customer shall incur such liability regardless of whether Customer or Customer's consignee pays carrier directly for its services under this Agreement.

Except as otherwise provided herein, all transportation is governed by and subject to the CIVANA LOGISTICS, LLC Agreement; terms of the Standard Truck Load Bill of Lading and incorporated herein as if fully set forth herein; and Route Miles, city to city calculation and supplements to or reissues of any of the foregoing. Scanned / Faxed signatures are effective as originals.

Rates are subject to change at any time in the absence of a signed contract and subject to availability and approved credit.

CUSTOMER

Signature:	Signature:	
Date:	Date:	

CIVANA LOGISTICS. LLC



U.S. Department of Transportation Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E. Washington, DC 20590

SERVICE DATE July 18, 2019

LICENSE MC-1047313-B U.S. DOT No. 3301747 CIVANA LOGISTICS LLC LAREDO, TX

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a broker, arranging for transportation of freight (except household goods) by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Jeffrey L. Secrist, Chief

Ally & Stait

Information Technology Operations Division



WIRE & BANK ACCOUNT INFORMATION

Routing# 111000614

Account# 579253011

Swift Code: CHASUS33

JPMorgan Chase Bank, N.A.

270 Park Ave

New York, NY 10017



CREDIT REFERENCES

COMPANY NAMEI SUGA EXPRESS SA DE CV ADDRESS: CARR. 57 25675, MONCLOVA, COAH

CONTACT: HERMILO SUAREZ

EMAIL: <u>operacion@sugaexpress.com.mx</u>

TEL. NO: 52.866.172,4266

COMPANY NAME: HI-VALLEY TRANSPORT ADDRESS: 5952 TX-359, LAREDO, TX 78043

CONTACT: CLAUDIA CISNEROS

EMAIL: <u>dispatch@hivalleytrans.com</u>

TEL. NO: 956.725.0084

COMPANY NAME: AC TRADE & LOGISTICS LLC ADDRESS: 12014 SARA RD, LAREDO,TX 78045

CONTACT: ALEJANDRO CAMPERO JR EMAIL: <u>alejandrojr@laredofreight.com</u>

TEL. NO: 956.722.3603

COMPANY NAME: MCQUEEN HEAVY TRANSPORT INC ADDRESS: 1014 SANTO TOMAS ST, LAREDO,TX 78045

CONTACT: DAVID GUTIERREZ

EMAIL: <u>davidatz@transmcqueen.com</u>

TEL. NO: 52.811.976.7970



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER CONTACT NAME: Jennyfer Jimenez Creekside Risk Management No, Ext): (713) 984-2410 FAX (A/C, No): 100 Wood Ave South, 4th Floor Coi@creeksiderisk.com INSURER(S) AFFORDING COVERAGE Iselin NAIC# NJ 08830 INSURER A: LLOYDS OF LONDON INSURED A1122J INSURER B : Civana Logistics, LLC INSURER C: 7019 W VILLAGE BLVD, Unit #105 INSURER D INSURER E : LAREDO TX 78041-2223 INSURER F COVERAGES CERTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LTR ADDL SUBR TYPE OF INSURANCE POLICY NUMBER (MM/DD/YYYY) (MM/DD/YYYY) COMMERCIAL GENERAL LIABILITY LIMITS EACH OCCURRENCE 1,000,000 CLAIMS-MADE | CCCUR DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50.000 MED EXP (Any one person) \$ 5,000 Y Y 24TAP04-0349-TCB 10/05/2024 10/05/2025 PERSONAL & ADV INJURY \$ 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 2,000,000 \$ POLICY PRO-JECT PRODUCTS - COMP/OP AGG \$ Excluded OTHER: AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) \$ ANY ALITO BODILY INJURY (Per person) OWNED AUTOS ONLY HIRED SCHEDULED AUTOS NON-OWNED 24TAP04-0281-TCB 08/31/2024 08/31/2025 BODILY INJURY (Per accident) AUTOS ONLY PROPERTY DAMAGE (Per accident) Contingent Contingent Liability \$ 1,000,000 UMBRELLA LIAB OCCUR EACH OCCURRENCE EXCESS LIAB \$ CLAIMS-MADE **AGGREGATE** \$ DED RETENTION \$ WORKERS COMPENSATION \$ AND EMPLOYERS' LIABILITY STATUTE ANY PROPRIETOR/PARTNER/E OFFICER/MEMBER EXCLUDED? N/A E.L. EACH ACCIDENT (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT Motor Truck Cargo Cargo 100,000 24TAP04-0348-TCB 10/05/2024 10/05/2025 Deductible 1,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Contingent Transit endorsement is included. Contingent Auto Liability is included under policy #24TAP04-0281-TCB - Limits \$1,000,000/\$2,000,000 Aggregate Contingent Transit endorsement is included. CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN FOR INSURANCE VERIFICATION PURPOSES ACCORDANCE WITH THE POLICY PROVISIONS. **AUTHORIZED REPRESENTATIVE** Jason Cart



Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Befor	re you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, belo	1347				·	-		District Co.
	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the entity's name on line 2.)	e owner's	name on line	1, and	d enter th	e bu	siness/d	srega	rded
	Civana Logistics LLC								
	2 Business name/disregarded entity name, if different from above.			************	***********				
Print or type. See Specific Instructions on page 3.	3a Check the appropriate box for federal tax classification of the entity/individual whose name is enter only one of the following seven boxes. Individual/sole proprietor	P) for the theck the aptax classifit	st/estate P ax opropriate	Exem Com code	emption: ortain enti e instruc opt payee option fro pliance A (if any) opties to a outside to dress (op	ties, tions code m Fo ct (F	not indivon page e (if any) preign Ac ATCA) re unts mai	iduals 3): count	t Tax
Par	Taynayar Identification Mumber (TIN)								
	-aspes a continuation realise (1114)		T					************	
Dacku	our TIN in the appropriate box. The TIN provided must match the name given on line 1 to a withholding. For individuals, this is generally your social security number (SSN). However	fore	Social sec	urity r	number	1		7 7	_
entities	it allers, sole proprietor, or disregarded entity, see the instructions for Part I, later. For others, it is your employer identification number (EIN). If you do not have a number, see How to a					-			
mv, ia	ier.		Or Employer	identii	fication r	umk			
Note: I	If the account is in more than one name, see the instructions for line 1. See also What Nam	e and		T T	Toation 1	IGITIK	ier i	\dashv	
vuilibe	er to give the Requester for guidelines on whose number to enter.		8 4 -	2	1 2	2	8 6	7	
Part									
	penalties of perjury, I certify that:								
Serv no to	number shown on this form is my correct taxpayer identification number (or I am waiting fo not subject to backup withholding because (a) I am exempt from backup withholding, or (I rice (IRS) that I am subject to backup withholding as a result of a failure to report all interes onger subject to backup withnolding; and	al I have r	not been no	titied.	bertha t		nal Rev	enue hat I a	am
3. i am	a U.S. citizen or other U.S. person (defined below); and								
4. The	FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA report	ing is cor	rect.						
Certific Decaus acquisi	cation instructions. You must cross out item 2 above if you have been notified by the IRS that e you have failed to report all interest and dividends on your tax return. For real estate transaction or abandonment of secured property, cancellation of debt, contributions to an individual retainment and dividends, you are not required to sign the certification, but you must provide to sign the certification, but you must provide	you are o	currently sub 2 does not	apply	. For mo	ortga	ge inte	est pa	
Sign Here	Signature of U.S. person		11/01/20			10 10	1 (4)(1)	iaioi	
	Peral Instructions New line 3b has required to comple	been add	led to this f	orm. A	A flow-th	rou	gh entit or indi	y is rect	

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



HAZARDOUS MATERIALS CERTIFICATE OF REGISTRATION FOR REGISTRATION YEAR(S) 2022-2025

Registrant:

CIVANA LOGISTICS LLC

ATTN: CYNTHIA MALDONADO 7019 W.VILLAGE BLVD STE 105 LAREDO, TX 78041

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 041823550019EG

Effective: July 1, 2022

Expires: June 30, 2025

HM Company ID: 323633

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U.S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.



JOIN FORCES, SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification to

CIVANA LOGISTICS LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE). This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: September 19, 2023 Expiration Date: September 30, 2024 WBENC National Certification Number: WBE2302641 WBENC National WBE Certification was processed and validated by Women's Business Enterprise Alliance, a WBENC Regional Partner Organization.



Authorized by April Day, President Women's Business Enterprise Alliance

NAICS: 488510 UNSPSC: 78141500



























JOIN FORCES, SUCCEED FOGETHER.

HEREBY GRANTS WOMAN OWNED SMALL BUSINESS (WOSE) CERTIFICATION TO

CIVANA LOGISTICS LLC

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Cynthia Maldonado	
NAICS: 488510 UNSPSC: 78141500	
Certification Number: WOSB231492	
Renewal Date: September 30, 2024	
WOSB Regulation Expiration Date: 09/30/2026	



April Day, Women's Business Enterprise
Alliance President

Panul a Rinco-Lason

Pamela Prince-Easton, WBENC President & CEO

LaKesha White, Vice President, Certification