



Basin Water Resources, LLC DBA EXPANSA Bill of Lading Terms and Conditions

These Terms govern each shipment tendered by, to, or for Basin Water Resources, LLC DBA Expansa (Expansa). They work with Expansa's Freight Carrier Requirements, which contain the detailed carrier, equipment, power-only, and certified DI Trailer rinse-in requirements.

1. **APPLICABILITY AND ACCEPTANCE:** Carrier means the motor carrier accepting or transporting the shipment and includes its drivers, employees, agents, approved subcontractors, and connecting carriers. Broker means an intermediary arranging transportation but not acting as the motor carrier. Shipment includes all cargo, equipment, accessories, documents, and any trailer owned, leased, rented, or controlled by Expansa. Carrier accepts these Terms by signing or acknowledging the bill of lading, taking custody, connecting to an Expansa Trailer, beginning services, or accepting payment relating to the Shipment.

2. **GOVERNING DOCUMENTS:** The contract of carriage consists of the following documents, in descending order of precedence: (a) a signed master transportation or brokerage agreement; (b) Expansa's load tender or purchase order; (c) special instructions issued by an authorized Expansa representative and printed or electronically entered on the bill of lading; (d) these Terms for carriage, liability, payment, and claims; (e) Expansa's Freight Carrier Requirements for operating matters; and (f) an Expansa-approved rate confirmation. Handwritten driver or consignee notations do not amend the contract. Carrier tariffs, website terms, and carrier-generated forms are rejected unless Expansa expressly accepts them in writing before pickup.

3. **CARRIER STATUS AND REBROKERING:** Carrier shall transport under its own active authority using qualified drivers and suitable equipment. Carrier shall not rebroker, assign, interline, subcontract, or substitute another carrier without Expansa's prior written approval. Broker shall identify the actual motor carrier before pickup. Approval of another provider does not release Carrier or Broker from responsibility.

4. **RECEIPT LOADING AND SECUREMENT:** Carrier acknowledges receipt in apparent good order except for exceptions recorded before departure. Carrier shall inspect for visible damage, shortage, unsafe loading, leaks, weight concerns, and apparent transportation hazards. Carrier remains responsible for legal weight distribution and transportation securement, even when another party assists with loading. If Shipper Load and Count or SLC appears on the bill of lading, Carrier is excused only from verifying concealed count or condition that could not reasonably be observed. SLC does not excuse safe operation, legal weights, securement, or observable unsafe conditions.

5. **POWER ONLY AND EXPANSA TRAILERS:** An Expansa-owned or controlled trailer and its installed, attached, or contained equipment are part of the Shipment. Carrier's custody begins upon the earliest of coupling, physical possession, or movement and ends only after authorized delivery, safe uncoupling, and documented acceptance. Carrier shall verify the unit identity, perform and document pre-trip and delivery inspections, properly couple and conduct a tug test, protect the trailer and equipment, and comply with the Freight Carrier Requirements. Carrier shall not use the trailer for other cargo or drop, interchange, transfer, store, or permit another person to move it without written authorization. Transportation does not authorize operation of installed water-treatment equipment.

6. **CERTIFIED DI TRAILER RINSE IN:** DI Trailer rinse-in service is permitted only when expressly authorized in the bill of lading, load tender, or work order and performed by the named individual holding current Expansa certification for the equipment and procedure. Work shall follow Expansa's current written procedure, checklist, limits, and documentation requirements. Certification does not authorize regeneration, resin handling, chemical addition, electrical work, repair, modification, disassembly, confined-space entry, safety-device bypass, or production operation. The individual shall stop work and contact Expansa if conditions are unsafe, uncertain, outside certified scope, or inconsistent with Expansa's procedure.

7. **ROUTING SECURITY AND DELIVERY:** Carrier is responsible for lawful routing, permits, escorts, clearances, and legal compliance unless Expansa agrees otherwise in writing. Carrier shall protect the Shipment against loss, theft, contamination, tampering, and unauthorized access,

provide tracking and prompt delay notices when requested, preserve any seal, and not transload or transfer the Shipment without approval. Delivery shall be made only to the authorized location and recipient. Carrier shall obtain a signed proof of delivery identifying the Shipment, trailer, date, time, seal and exceptions, and submit it within twenty-four hours. A clean receipt does not waive concealed or latent loss, damage, contamination, or shortage.

8. **FREIGHT CHARGES BROKER PAYMENT AND LIENS:** Charges are governed by the accepted load tender, purchase order, rate confirmation, or master agreement. No accessorial or additional charge is due without Expansa's prior written approval and supporting records. When Expansa tenders through an authorized Broker, Expansa's payment to the Broker discharges Expansa's freight-payment obligation, and Carrier shall seek payment solely from the Broker. To the fullest extent permitted by law, Carrier and Broker waive liens against the Shipment and any Expansa Trailer and shall not hold, delay, divert, sell, dispose of, or use either as security for a payment dispute.

9. **LOSS DAMAGE DELAY AND RELEASED VALUE:** For interstate transportation, Carrier's liability is governed by 49 U.S.C. Section 14706 where applicable. Carrier is liable for full actual loss caused by loss, destruction, theft, shortage, contamination, misdelivery, damage, or delay while in its custody, except to the extent Carrier proves a legally recognized defense. Full actual loss may be measured by reasonable repair or replacement cost, without betterment, together with reasonable direct inspection, testing, removal, reinstallation, towing, recovery, cleanup, mitigation, expedited freight, and recoverable loss-of-use costs. Insurance limits do not limit liability. No released value or liability limitation applies unless separately negotiated, clearly stated, and signed by an authorized Expansa representative before pickup.

10. **CARGO CLAIMS AND SALVAGE:** A written claim must identify the Shipment and loss, assert Carrier liability, and demand a specified or reasonably determinable amount. No claim-filing period shorter than nine months applies, and no period shorter than two years and one day from written disallowance applies to litigation or arbitration. Carrier shall acknowledge a proper claim within thirty days and pay, decline, or make a firm settlement offer within 120 days. If unresolved, Carrier shall provide status updates at least every sixty days. Carrier shall preserve relevant records and shall not repair, sell, destroy, dispose of, or release damaged property without reasonable notice and an opportunity for Expansa to provide instructions, except when immediate action is required for safety or environmental protection.

11. **INCIDENTS REPAIRS AND RECOVERY:** Carrier shall immediately report any accident, cargo shift, damage, theft, spill, release, detention, impoundment, towing, recovery, or material delay; protect life, the public, the environment, and the Shipment; mitigate further loss; and preserve evidence and records. Carrier shall not authorize repair of an Expansa Trailer or installed equipment without written approval, except for emergency work necessary to protect life, public safety, the environment, or property from further damage. Carrier remains responsible for providers it selects.

12. **INSURANCE AND INDEMNIFICATION:** Carrier shall maintain the insurance required by the Freight Carrier Requirements and applicable load documents. Power-only Carrier shall maintain trailer-interchange, non-owned trailer physical damage, or equivalent coverage for the full replacement value of the Expansa Trailer and its installed equipment. Failure to maintain insurance does not reduce liability. Carrier shall defend, indemnify, and hold harmless Expansa, its affiliates, customers, and their personnel from third-party claims, liabilities, fines, cleanup costs, and reasonable attorneys' fees arising from Carrier's negligence or willful misconduct, legal violations, personnel or providers, cargo loss or damage, environmental release, unauthorized rebroking, or breach of these Terms.

13. **FORCE MAJEURE AND NO WAIVER:** A party is excused from delay only to the extent caused by an event beyond its reasonable control that could not have been avoided through commercially reasonable



planning and mitigation. Force majeure does not excuse Carrier's duty to secure, protect, communicate about, and safely deliver a Shipment already in its custody. Expansa's inspection, assistance, document acceptance, payment, or failure to identify a condition does not waive Carrier's responsibilities or any concealed or latent damage claim. A waiver must be written and signed by an authorized Expansa representative.

14. **GOVERNING LAW AND DISPUTES:** Applicable federal transportation law governs where controlling, and Texas law governs matters not preempted. The parties shall first attempt good-faith resolution through representatives with settlement authority. Except where prohibited by law, unresolved disputes shall be finally decided by one JAMS arbitrator experienced in commercial transportation and cargo claims in Harris County, Texas. Either party may seek temporary or emergency injunctive relief in a state or federal court in Harris County. The substantially prevailing party may recover reasonable attorneys' fees and costs to the extent permitted by law.

15. **SEVERABILITY ELECTRONIC RECORDS AND DRIVER SIGNATURE:**

If a provision is unenforceable, it shall be modified to the minimum extent necessary and the remainder remains effective. Payment, claims, liability, insurance, indemnification, liens, and dispute provisions survive delivery and payment. Electronic signatures, records, photographs, GPS data, emails, and proofs of delivery are effective as originals. The driver's signature confirms receipt, apparent condition, applicable count, special instructions, seal information, and recorded exceptions, but does not authorize the driver to change contract terms, lower value, limit liability, waive a claim, or approve an additional charge.

END OF EXPANSA BILL OF LADING TERMS AND CONDITIONS