



SOL TERRA SOLUTIONS, LLC

MASTER BROKERAGE AND WAREHOUSING TERMS AND CONDITIONS

Effective Date: July 3, 2026 | Last Updated: July 3, 2026

These Master Brokerage and Warehousing Terms and Conditions (the "Master Terms") apply to transportation brokerage, warehousing coordination, project logistics, and related services arranged by Solterra Solutions, LLC ("Solterra" or "Broker") for the customer, shipper, consignee, project owner, contractor, or other party requesting or receiving services ("Customer" or "Shipper").

These Master Terms are posted at www.solterrasol.com/terms and incorporated by reference into Solterra credit applications, rate confirmations, statements of work, shipment confirmations, portal transactions, and other written or electronic confirmations that reference these Master Terms.

1. Application of Master Terms; Order of Precedence

By submitting a credit application, requesting a quote, tendering freight, accepting a rate confirmation or statement of work, using Solterra's logistics portal, or otherwise conducting business with Solterra after these Master Terms have been made available for review, Customer agrees that these Master Terms apply to the applicable services.

If there is a conflict among documents, the following order of precedence applies unless a signed written agreement expressly states otherwise: (1) a customer-specific master agreement signed by an authorized officer of Solterra; (2) the applicable Statement of Work, Rate Confirmation, or written shipment confirmation issued or accepted by an authorized officer or authorized representative of Solterra with authority for the applicable transaction; (3) these Master Terms; (4) the applicable credit application; and (5) any Customer purchase order, vendor terms, portal terms, load tender, or similar Customer document only to the extent Solterra expressly accepts such terms in a signed writing.

Customer purchase-order terms, vendor terms, click-through terms, routing guides, or similar documents do not modify these Master Terms merely because Solterra receives, references, processes, or performs services in connection with such documents.

2. Solterra's Role as Broker; No Carrier or Warehouse Operator Status

Solterra is a non-asset-based transportation broker specializing in utility-scale photovoltaic (PV), solar module, renewable energy, and project logistics. Solterra is licensed by the U.S. Department of Transportation, Federal Motor Carrier Safety Administration under MC-1674009 and DOT-4299099 to operate as a property broker.

Solterra arranges transportation through independent third-party motor carriers and may coordinate storage, staging, cross-dock, inventory, or related services through independent third-party warehouse providers. Solterra is not a motor carrier and does not assume motor carrier liability. Unless Solterra expressly agrees otherwise in a signed writing, Solterra is not a warehouse operator, warehouseman, bailee, or insurer of Customer's goods.

Any reference to Solterra on a bill of lading, delivery receipt, warehouse receipt, shipment document, inventory record, or project document is for administrative convenience only and does not change Solterra's broker or coordinator status.

3. Customer Authority; Beneficial Cargo Owners; Shipment Information

Customer represents that Customer has authority to tender the goods, materials, and equipment covered by each shipment or storage project and to bind the cargo owner, shipper, consignee, project owner, contractor, and any beneficial cargo owner to these Master Terms.

Customer is responsible for providing complete and accurate information, including commodity description, equipment type, dimensions, gross weight, packaging, palletization, shipment value, origin and destination details, pickup and delivery requirements, site access conditions, appointment requirements, storage requirements, special handling needs, and any other information reasonably needed to quote, arrange, transport, store, release, or deliver the goods.

Customer is responsible for any additional charges, delay, failed pickup or delivery, rework, claim exposure, fines, penalties, or operational issues caused by inaccurate, incomplete, late, or changed information.

4. Quotes, Rates, Charges, Taxes, and Billing Adjustments

Rates are based on the information available to Solterra at the time quoted. Unless otherwise stated in writing, quotes are estimates for the specific shipment, service scope, lane, equipment, timing, cargo value, access requirements, site conditions, storage profile, and assumptions provided.

Rates may be adjusted if actual shipment details, cargo characteristics, site conditions, access requirements, cargo value, timing, carrier charges, warehouse charges, or requested services differ from the information used to quote or book the service.

Customer is responsible for reasonable additional charges, including detention, waiting time, layover, truck ordered not used, cancellation, reconsignment, storage, special handling, appointment fees, escort or permit costs, site access delays, loading or unloading delays, warehouse access charges, inventory or release charges, and other accessorial or project-specific charges incurred in connection with the services.

Rates are exclusive of all taxes, duties, levies, assessments, and governmental charges, excluding taxes based on Solterra's net income. Customer is responsible for all sales, use, value-added, excise, customs, import, export, and similar taxes or charges arising from the services or goods. Customer will defend, indemnify, and hold Solterra harmless from claims, penalties, interest, or costs arising from Customer's failure to pay such taxes or charges.

5. Credit, Payment, Invoice Disputes, Collections, Lien Rights, and Self-Help Remedies

Credit approval is discretionary and may be extended, modified, suspended, reduced, or withdrawn by Solterra at any time. Unless Solterra approves different terms in writing, invoices are due Net 30 days from the invoice date.

Past-due balances may accrue interest at 1.5% per month, or the maximum amount permitted by applicable law, whichever is less. Customer is responsible for all reasonable costs of collection, including collection-agency costs, attorney fees, court costs, and related expenses incurred by Solterra in recovering unpaid amounts.

Customer must provide written notice of any invoice dispute within five (5) business days after receipt of the invoice and must identify the specific disputed amount and basis for dispute. Undisputed amounts remain due according to the stated payment terms. Customer may not deduct, offset, or withhold amounts owed to Solterra

based on cargo claims, warehouse claims, disputed invoices, overcharges, duplicate payments, or other alleged claims unless Solterra agrees in writing.

To the extent permitted by law, all goods, documents, and property of Customer in the possession or control of Solterra, its carriers, or its warehouse providers are subject to a general and particular lien for all charges, expenses, and other sums due to Solterra. Solterra's lien rights are in addition to any statutory, contractual, or equitable rights available under applicable law.

If any invoice remains unpaid for more than ninety (90) days, or if Customer abandons goods in a Solterra-arranged facility, Solterra may, to the extent permitted by applicable law and after providing at least thirty (30) days' written notice to Customer, exercise available lien rights and self-help remedies, including arranging for the sale, auction, transfer, recycling, disposal, or other commercially reasonable disposition of such goods. Proceeds will be applied first to costs of storage, handling, sale, disposition, and enforcement, then to amounts owed to Solterra, with any remaining balance remitted to Customer. Customer remains liable for any deficiency.

6. Transportation Brokerage Services; Carrier Selection

For shipments tendered by Customer and accepted by Solterra, Solterra will use commercially reasonable efforts to arrange pickup, transportation, and delivery through qualified third-party motor carriers. Carrier selection, routing, scheduling, and equipment assignment may depend on carrier availability, safety considerations, site requirements, cargo characteristics, project timing, permits, escorts, and market conditions.

Solterra will use commercially reasonable efforts to select carriers that maintain appropriate operating authority, safety status, equipment, personnel, and insurance for the services arranged. Estimated pickup, transit, and delivery times are not guaranteed unless Solterra expressly agrees in writing to a specific guaranteed service.

Customer is responsible for ensuring that cargo is properly packaged, blocked, braced, loaded, secured, identified, and documented unless Solterra expressly agrees in writing to handle a specific responsibility. Customer is responsible for providing safe and lawful site access for pickup and delivery, including personnel, equipment, loading or unloading capacity, and accurate instructions.

7. Cargo Loss, Damage, Delay, and Claims

Cargo liability and claims are governed by applicable law, the applicable carrier's terms, these Master Terms, and any project-specific Statement of Work, Rate Confirmation, or written shipment confirmation. The transporting motor carrier has primary cargo liability, subject to applicable law, carrier policy terms, carrier limitations, and any agreed valuation or coverage terms.

Customer must inspect goods promptly upon delivery or release and must note visible loss, shortage, or damage on the applicable delivery receipt, bill of lading, warehouse release, or other delivery document. Customer should provide Solterra prompt written notice of any cargo loss, shortage, or damage so Solterra can coordinate with the carrier or warehouse provider and preserve available claim rights.

For loss or damage not readily apparent at delivery or release, including alleged internal module microcracking, Customer must provide written notice to Solterra within thirty (30) days after delivery or release, or before installation, use, relocation, commingling, or further handling of the goods, whichever occurs first. Failure to provide timely notice creates a rebuttable presumption that the goods were delivered or released in good condition and that any later-discovered damage occurred after delivery or release.

Unless a shorter deadline applies under applicable law, carrier terms, warehouse provider terms, insurance terms, or a project-specific document, Customer must submit written cargo claims no later than nine (9) months after delivery, or, for non-delivery, no later than nine (9) months after the scheduled delivery date. Claims should

include the shipment reference, supporting documents, photographs where available, value documentation, delivery records, and a description of the loss or damage.

Solterra may assist in coordinating claims with the applicable motor carrier or warehouse provider, but Solterra does not assume motor carrier, warehouse provider, or insurer liability by assisting with a claim. If Solterra pays any claim directly, Customer assigns to Solterra its rights and interests in that claim to the extent of Solterra's payment.

Solterra is not liable for delay in transit, project delay, missed production schedules, liquidated damages, loss of use, lost profits, or other consequential damages unless Solterra expressly agrees in a signed writing.

8. High-Value PV and Solar Equipment; Insurance Notice

Solterra requires contracted motor carriers to maintain cargo liability coverage of at least \$100,000 per shipment, subject to the carrier's policy terms, conditions, exclusions, and limitations. Because PV modules, inverters, batteries, racking, transformers, and related project equipment may exceed standard cargo limits, Customer must provide advance written notice before tendering any shipment or storage lot valued above \$100,000.

Upon timely notice, Solterra will work with Customer to evaluate available increased cargo coverage, warehouse legal liability coverage, declared value options, or other risk-management options. Increased coverage is not effective unless confirmed in writing by Solterra. If Customer tenders goods valued above \$100,000 without advance written notice and written confirmation of increased coverage, Customer acknowledges that available carrier or warehouse-provider liability may be limited to \$100,000 or another amount established by applicable law, contract, tariff, receipt, or insurance terms.

Customer remains responsible for maintaining cargo, project, builder's risk, property, or other first-party insurance appropriate for the value and risk profile of the goods unless Solterra expressly agrees otherwise in a signed writing.

9. Warehousing and Storage Services

Solterra may arrange storage, staging, cross-dock, inventory support, order fulfillment, labeling, consolidation, transloading, release, or related warehouse services for PV modules, inverters, batteries, racking, transformers, spare parts, and related project materials through one or more third-party warehouse providers.

Customer is responsible for providing accurate item descriptions, counts, packaging details, weights, dimensions, handling instructions, value information, release instructions, and any special storage, security, segregation, temperature, or handling requirements before tender. Customer must ensure that warehoused goods are properly packaged and suitable for the requested storage and handling environment.

For each storage project, Solterra will make applicable third-party warehouse provider terms, facility rules, or operating procedures available to Customer before Customer tenders goods for storage, either by direct hyperlink, access through the Solterra Logistics Portal, or attachment/reference in the applicable Statement of Work, Rate Confirmation, or project confirmation. Customer is bound by those third-party terms only to the extent they were provided or made reasonably accessible for review before tender. If they conflict with a project-specific Statement of Work or Rate Confirmation, the project-specific document controls. If they conflict with these Master Terms and no project-specific document controls, these Master Terms control.

Warehouse hours, appointment rules, receiving procedures, inventory practices, release requirements, safety rules, security rules, and facility access requirements may vary by location. Customer agrees to comply, and to cause its employees, contractors, drivers, and representatives to comply, with applicable facility rules once made available under this Section.

Unless a project-specific document provides otherwise, warehouse-provider liability for loss or damage to warehoused goods is limited to the liability accepted by the applicable warehouse provider under its terms, receipt, tariff, facility rules, insurance terms, or applicable law. Solterra is not a warehouse operator, warehouseman, bailee, or insurer of warehoused goods.

10. Heavy Haul, Oversized, and Project Logistics

For heavy haul, oversized, overweight, specialized, or project logistics shipments, quotes and schedules may depend on route surveys, permits, escorts, engineering studies, bridge or utility coordination, site access, ground conditions, crane availability, rigging, project sequencing, carrier availability, weather, and governmental approvals.

Unless Solterra expressly agrees otherwise in writing, Customer is responsible for suitable site conditions, loading and unloading, rigging, cranes, mats, ground bearing capacity, project-site coordination, permits or access permissions controlled by Customer, and accurate technical information needed to arrange the services.

Rates, schedules, and equipment assignments for heavy haul or project logistics may be adjusted for inaccurate information, changed site conditions, governmental action, permit requirements, escort requirements, carrier charges, weather, or other project-specific conditions outside Solterra's reasonable control.

11. Drop Trailer, Equipment, and Site-Controlled Assets

If Solterra arranges trailers, containers, chassis, or other equipment to be dropped, staged, stored, loaded, unloaded, or held at a Customer-controlled site, Customer is responsible for the care, custody, control, security, and timely release of such equipment while at the site or otherwise under Customer's control.

Customer is responsible for damage, loss, detention, demurrage, per diem, misuse, unauthorized movement, failure to return, or other charges associated with equipment while in Customer's care, custody, or control, except to the extent caused by Solterra's negligence or willful misconduct.

12. Solterra Logistics Portal; Electronic Transactions; Feedback

Solterra may provide access to a logistics portal, dashboard, electronic document exchange, or related technology platform for quoting, tendering, tracking, inventory, document management, reporting, or related logistics workflows. Customer receives only a limited, revocable, non-exclusive, non-transferable right to use such platform for Customer's internal business purposes in connection with Solterra services.

Customer is responsible for all activity under credentials issued to Customer or its authorized users. Customer may not copy, modify, reverse engineer, sublicense, resell, distribute, or misuse the platform or related documentation. Solterra may collect and use usage, operational, billing, troubleshooting, regulatory, and support data in connection with providing and improving the services.

If Customer provides suggestions, enhancement requests, ideas, comments, or other feedback regarding the Solterra Logistics Portal or any Solterra technology, Customer assigns to Solterra all right, title, and interest in such feedback to the extent legally assignable. Solterra may use, incorporate, commercialize, modify, or otherwise exploit such feedback without restriction, confidentiality obligation, royalty, attribution, or compensation, unless Solterra expressly agrees otherwise in writing.

Customer agrees that electronic signatures, click-through acceptance, portal acceptance, typed names, email approvals, checkbox acknowledgments, and similar electronic actions are legally binding and have the same effect as handwritten signatures. No third-party verification is required for such electronic acceptance to be enforceable.

13. Compliance; Hazardous, Regulated, Restricted, or International Goods; PII

Each party will comply with laws and regulations applicable to its respective obligations. Customer will not tender hazardous, regulated, restricted, high-security, temperature-sensitive, oversized, overweight, unusually fragile, high-value, export-controlled, or otherwise special-care goods without prior written disclosure and Solterra's written acceptance.

Customer acknowledges that certain goods, including damaged photovoltaic modules, batteries, or related components, may be regulated as hazardous, universal, electronic, or special waste. Customer is responsible for all costs, liabilities, documentation, regulatory reporting, cleanup, removal, recycling, and proper disposal of Customer's goods, except to the extent caused by Solterra's gross negligence or willful misconduct.

When requested by Customer or reasonably necessary for cross-border, import, export, or documentary services, Customer authorizes Solterra to engage third-party customs brokers, freight forwarders, or documentary agents on Customer's behalf. Customer is responsible for all information, duties, taxes, penalties, charges, and compliance obligations associated with such services and will be bound by third-party terms and limitations only to the extent such terms are provided or made reasonably accessible before the applicable service.

To the extent Customer provides personally identifiable information or similar personnel data to Solterra, Customer represents that Customer has obtained all notices, consents, and authorizations necessary for such disclosure and processing. Solterra will process such information in accordance with Solterra's applicable privacy policy and legal obligations.

Customer is responsible for any fines, penalties, losses, damages, delays, claims, cleanup costs, or expenses arising from inaccurate descriptions, improper packaging or loading, undisclosed requirements, hazardous materials, restricted goods, customs or documentary issues, or noncompliance by Customer or its representatives.

14. Confidentiality and Non-Solicitation

Each party may receive confidential or proprietary information, including pricing, project details, customer information, carrier identities, warehouse-provider identities, routes, rates, financial information, trade secrets, operational processes, and technical data. The receiving party will use such information only for the purposes of the business relationship and will not disclose it except to employees, agents, contractors, advisors, or service providers with a need to know and appropriate confidentiality obligations, or as required by law.

Carrier, warehouse-provider, route, rate, project, and vendor information introduced or developed by Solterra constitutes Solterra confidential information. During the relationship and for twelve (12) months thereafter, Customer will not knowingly bypass Solterra to directly solicit or engage a carrier, warehouse provider, or other service provider introduced by Solterra for substantially similar services connected to the same project or lane, without Solterra's prior written consent.

Customer acknowledges that a breach of the non-solicitation obligations may cause Solterra irreparable harm that may not be adequately remedied by monetary damages alone. Solterra may seek injunctive or equitable relief in addition to any other remedies available at law or in equity.

15. Indemnity

Customer will defend, indemnify, and hold harmless Solterra and its officers, employees, agents, and representatives from claims, losses, damages, penalties, fines, liabilities, costs, and expenses, including reasonable attorney fees, arising from Customer's negligence, willful misconduct, breach of these Master Terms,

inaccurate shipment or storage information, improper packaging or loading, site conditions, undisclosed cargo characteristics, hazardous or restricted goods, environmental or disposal obligations, customs or documentary issues, tax obligations, or violation of applicable law.

Solterra will be responsible for claims to the extent caused by Solterra's own negligence or willful misconduct. Where loss is caused by the joint or concurrent fault of multiple parties, responsibility will be allocated under applicable comparative-fault principles.

16. Insurance

Solterra will use commercially reasonable efforts to require contracted motor carriers to maintain automobile liability, cargo liability, workers' compensation, and other insurance required by applicable law or reasonably appropriate for the services arranged. Unless otherwise agreed in writing, carrier cargo liability coverage will be at least \$100,000 per shipment, subject to carrier policy terms, conditions, exclusions, and limitations.

Any contingent cargo, errors and omissions, general liability, or other insurance maintained by Solterra is maintained for Solterra's sole corporate protection and does not act as primary, excess, secondary, or replacement cargo insurance for Customer's goods. Such insurance does not create third-party beneficiary rights in favor of Customer, any cargo owner, or any other party.

Customer acknowledges that carrier and warehouse insurance is not a substitute for Customer's own property, cargo, project, builder's risk, or other first-party insurance. Customer is responsible for determining whether the available carrier or warehouse-provider liability limits are sufficient for Customer's goods and project risk.

17. Disclaimers; Limitation of Liability

Except as expressly stated in a signed writing, services are provided without warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, uninterrupted service, error-free service, or complete security.

In no event will either party be liable to the other for indirect, special, incidental, exemplary, consequential, punitive, lost profit, loss of use, loss of revenue, production delay, project delay, or opportunity damages, whether or not foreseeable and regardless of the legal theory asserted, except to the extent such limitation is prohibited by applicable law or expressly modified in a signed writing.

18. Force Majeure

Other than payment obligations, neither party is liable for delay or failure to perform to the extent caused by events beyond its reasonable control, including severe weather, natural disaster, fire, flood, labor disruption, equipment shortage, road closure, governmental action, public emergency, cyber incident, utility failure, acts of war or terrorism, carrier capacity disruption, warehouse closure, or other similar events. The affected party will use commercially reasonable efforts to mitigate the impact of the event.

19. Dispute Resolution; Governing Law; Venue

The parties will first attempt in good faith to resolve disputes through business-level escalation. If the dispute is not resolved, the parties may attempt mediation through a mutually acceptable mediator or transportation dispute resolution provider before filing suit, except that Solterra may bring an action for unpaid charges, lien enforcement, self-help remedies, injunctive relief, or other urgent relief without first completing mediation.

These Master Terms and related transactions are governed by applicable federal transportation law and, to the extent not preempted or controlled by federal law, the laws of the State of North Carolina without regard to conflict-of-law rules. Customer consents to jurisdiction and venue in the state or federal courts located in Wake County, North Carolina, as applicable, and waives objections to such jurisdiction or venue. The parties waive the right to a jury trial to the fullest extent permitted by law.

20. Notices

Notices required under these Master Terms must be in writing and may be sent by nationally recognized overnight courier, certified mail, registered mail, or email to the addresses used in the applicable credit application, Statement of Work, Rate Confirmation, project confirmation, or other written notice information provided by the parties. Operational communications, shipment instructions, portal messages, and ordinary-course emails may be used for day-to-day project administration unless a specific section requires formal notice.

21. Independent Contractor; Assignment; No Waiver; Severability

Solterra is an independent contractor. These Master Terms do not create a partnership, joint venture, agency, franchise, employment, fiduciary, or similar relationship between the parties.

Customer may not assign Customer's rights or obligations under these Master Terms without Solterra's prior written consent, except to a successor in connection with a merger, reorganization, or sale of substantially all assets, provided the assignee assumes Customer's obligations. Solterra may assign these Master Terms to an affiliate or successor and may subcontract services to carriers, warehouse providers, and other logistics service providers.

No failure or delay in enforcing any provision will be deemed a waiver. If any provision is determined to be invalid or unenforceable, the remaining provisions will remain in effect and the invalid provision will be enforced to the maximum extent permitted by law.

22. Updates to Master Terms

Solterra may update these Master Terms from time to time by posting the updated version at www.solterrasol.com/terms. The version in effect when Customer submits a credit application, tenders a shipment, requests storage, accepts a project confirmation, or otherwise requests services will apply to that shipment, storage project, or service unless a signed written agreement provides otherwise.

23. Publicity and Marketing

Neither party may use the other party's names, logos, marks, project names, or customer relationship in public marketing, press releases, case studies, or public announcements without the other party's prior written consent, except as required by law or as otherwise agreed in writing.

24. Entire Terms

These Master Terms, together with the applicable credit application, Statement of Work, Rate Confirmation, shipment confirmation, warehouse project confirmation, and any signed customer-specific agreement, state the terms governing the applicable services. No amendment or modification is binding unless accepted by Solterra in a signed writing or posted by Solterra as an update to these Master Terms under Section 22.