

KASCO ENTERPRISES LLC

General Terms & Conditions of Brokerage Services

Effective Date: 07/10/2026 | Last Updated: 07/10/2026

These General Terms & Conditions ("Terms") describe the basis on which KASCO Enterprises LLC ("KASCO," "Broker," "we," "us," or "our") provides freight brokerage services to shippers, manufacturers, and other customers ("Customer," "Shipper," or "you"). By requesting a quote from KASCO, tendering freight to KASCO for transportation, or otherwise engaging KASCO's services, you acknowledge that you have read and agree to these Terms.

These Terms are provided for general informational purposes and govern your use of KASCO's website and services generally. Individual shipments are governed by the applicable rate confirmation or quote confirmation issued for that shipment, and certain customers operate under a separately executed Broker-Shipper Transportation Services Agreement. Where a signed agreement or load-specific confirmation exists between KASCO and a customer, that document controls to the extent it conflicts with these Terms.

1. KASCO Is a Licensed Property Broker — Not a Motor Carrier

KASCO Enterprises LLC is a licensed property broker operating under FMCSA Broker Authority (USDOT No. 4423246 / MC No. 1739312). KASCO's role is limited to arranging for, but not itself performing, the transportation of freight. KASCO does not own, lease, dispatch, or operate the motor vehicles, trailers, or other equipment used to transport freight tendered to us. KASCO is not a motor carrier with respect to any shipment arranged through our services.

KASCO arranges transportation by engaging third-party motor carriers that hold active FMCSA operating authority and that KASCO, in its reasonable discretion, deems qualified based on its carrier vetting practices. KASCO does not guarantee the acts, omissions, performance, or solvency of any carrier it engages. Nothing on this website, in any quote, confirmation, bill of lading, or other shipping document shall be construed to convert KASCO into a motor carrier or to impose carrier liability on KASCO.

2. Scope of Services

KASCO's services ("Services") consist of identifying, vetting, and engaging qualified motor carriers, coordinating dispatch, and providing related logistics support in connection with the transportation of a customer's freight. Services expressly exclude the physical transportation of freight, which is performed exclusively by the carrier engaged for a given shipment.

For each shipment, KASCO will provide the customer with a quote or rate confirmation setting forth the agreed rate, equipment type, pickup and delivery locations and windows, commodity description, and any special handling instructions. A customer's acceptance of a confirmation — whether by signature, electronic confirmation, email approval, or tendering freight for pickup after receiving the confirmation — constitutes agreement to the rate and terms stated in that confirmation.

Customers are responsible for providing KASCO with accurate and complete information regarding each shipment, including commodity description, weight, dimensions, special handling requirements, and declared value, and for ensuring freight is properly packaged and ready for pickup at the scheduled time.

3. No Warranties

KASCO provides no warranties of any kind, whether express or implied, including without limitation any implied warranty of merchantability or fitness for a particular purpose, with respect to its Services, any shipment, freight in transit, or deliveries arranged through KASCO.

4. Limitation of Liability

KASCO shall not be responsible for any loss, damage, mis-delivery, delay, or failure to deliver arising in connection with its Services, except to the extent directly caused by KASCO's own gross negligence or willful misconduct. KASCO's total liability to a customer — whether grounded in contract, tort, negligence, or any other theory — shall not exceed the total fees actually paid by that customer to KASCO for the specific Services giving rise to the claim. KASCO shall have no liability for any consequential, indirect, incidental, special, or exemplary damages, even if advised of the possibility of such damages.

This limitation applies regardless of whether a claim arises from the acts or omissions of a carrier engaged by KASCO. Claims for cargo loss or damage occurring while freight is in a carrier's care, custody, or control are properly directed to that carrier and its cargo insurer in the first instance, consistent with the Carmack Amendment, 49 U.S.C. § 14706.

5. Cargo Claims, Declared Value, and Insurance

- KASCO uses commercially reasonable efforts to engage carriers that maintain motor truck cargo insurance and will assist customers in submitting and pursuing cargo claims against the responsible carrier. KASCO does not insure a customer's freight and is not the insurer of last resort for cargo loss or damage.
- Customers are responsible for declaring an accurate value for high-value, fragile, or specialized freight at the time of booking. Where no declared value is stated on the confirmation, the shipment will be treated as having no declared value for insurance and claims purposes beyond the carrier's standard cargo coverage.
- Customers should consider obtaining their own cargo or contingent liability insurance for shipments of significant value, particularly where a carrier's cargo insurance limits may be insufficient to cover the full value of the freight.
- Cargo claims must be reported to KASCO in writing within nine (9) months of the date of delivery (or, in the case of a failure to deliver, within nine (9) months of a reasonable time for delivery), and should include supporting documentation such as the bill of lading, photographs, and invoice value.

6. Bills of Lading and Carrier Verification

KASCO will provide the customer with a bill of lading for each shipment, whether prepared by KASCO or by the carrier selected by KASCO. Customers are solely responsible for verifying, at the time of loading, that the carrier information on the bill of lading (including MC number, USDOT number, and carrier name) matches the carrier actually picking up and transporting the shipment. A customer's failure to verify carrier information at the time of loading relieves KASCO of liability for any resulting cargo loss, theft, misdelivery,

fraud, or other harm arising from a discrepancy between the carrier identified on the bill of lading and the carrier that actually performed the pickup or transport, including identity theft or double brokering.

7. Compliance With Laws

KASCO complies with applicable FMCSA broker regulations and other applicable federal, state, and local laws in connection with its Services. Customers are responsible for complying with all laws governing the description, packaging, labeling, and, where applicable, hazardous materials classification of freight tendered for shipment, and must accurately disclose to KASCO, prior to tender, whether a shipment contains hazardous materials subject to 49 C.F.R. Parts 100–185.

8. Website Use

This website and its content are provided for general informational purposes about KASCO and its brokerage services. Content on this website does not constitute a binding offer to transport any specific shipment; binding terms for a given shipment are established only through a quote or rate confirmation issued and accepted in accordance with Section 2 above. KASCO may update this website and these Terms from time to time without prior notice.

9. Governing Law and Venue

These Terms shall be interpreted and enforced in accordance with the laws of the State of Ohio, without regard to its conflict-of-laws principles, except to the extent preempted by federal law, including the Carmack Amendment and FMCSA regulations. Any dispute, claim, or legal proceeding arising out of or relating to these Terms or KASCO's Services shall be brought exclusively in the appropriate state or federal courts located in Stark County, Ohio (or the U.S. District Court for the Northern District of Ohio, as applicable), and each party submits to personal jurisdiction and venue in such courts.

10. Relationship to Signed Agreements

These Terms provide a general description of KASCO's brokerage relationship with its customers and do not themselves constitute a fully negotiated service agreement. Customers with an executed Broker-Shipper Transportation Services Agreement with KASCO are governed by the terms of that agreement, together with any applicable confirmations, to the extent those documents conflict with these Terms.

11. Contact

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USDOT No. 4423246 | MC No. 1739312