

## TRANSPORTATION CONTRACT

This Transportation Contract (the “Contract”) is made and entered into as of 3/19/2025, (the “Effective Date”), by and between CAMERON D WILLIAMS DBA C&Y TRANSPORTATION LLC (hereinafter the “Carrier” or “Contractor”), a AL Limited Liability Company whose principal office is located at 2238 MILLWOOD ROAD, GREENSBORO, AL 36744 and The Westervelt Company (the “Shipper” or “Westervelt”). Shipper desires to avail itself of the transportation services (the “Transportation Services”) of Carrier on a contract basis in accordance with the provisions contained in this Contract.

Therefore, in consideration of the mutual covenants, conditions and agreements set forth herein, the parties hereto agree as follows:

### **A. TERMINATION OF SERVICES:**

If Contractor is adjudged a bankrupt or makes an assignment for the benefit of his creditors, or if a trustee or receiver is appointed for Contractor or for any of his property, or if he files a petition to take advantage of any debtor’s act, or to reorganize under the bankruptcy or similar laws, or if he fails to supply sufficient skilled workmen or suitable materials or equipment, or if he fails or neglects to perform any of the Work in a good and workmanlike manner or otherwise fails to comply with any provisions of this Agreement including, but not limited to the breach of any warranty or representation, or if he fails to make prompt payments to subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he otherwise violates any provision of the Agreement, then Westervelt may, without prejudice to any other right or remedy, terminate the services of Contractor and take possession of the project and all of materials and equipment to be incorporated into the project and finish the Work by whatever method it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Agreement price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to Contractor. If such a cost exceeds such unpaid balance, Contractor will pay the difference to Westervelt. Where Contractor’s services have been so terminated by Westervelt, said terminations shall not affect any rights of Westervelt against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by Westervelt due Contractor will not release Contractor from liability.

Furthermore, Westervelt may terminate this Agreement at any time without cause and finish the Work in any manner suitable to Westervelt. In such event, Westervelt and Contractor shall attempt to negotiate a mutually satisfactory settlement of the Agreement price. If the parties fail to agree on a settlement amount, Contractor shall be entitled to recover expenses incurred in connection with the performance of the Agreement at its termination plus a reasonable profit, provided the amount recoverable plus the cost to complete the Work shall in no event exceed the total Work price.

### **B. CARRIER COVENANTS AND AGREES:**

#### **IN GENERAL**

1. Carrier agrees to transport a series of interstate shipments of lumber/wood products (the “Products”) for Shipper pursuant to carrier load confirmation sheet(s) and/or truck booking slip(s).
2. Carrier agrees to transport the Products designated in writing by Shipper under the terms and conditions of this Contract. The acceptance by Carrier of the Products and/or the issuance of

Carrier's freight bill therefore to Shipper shall cause the terms of this Contract to be in full force and effect in each such incident of transportation.

3. Carrier agrees to issue Carrier's freight bill in each incidence of transportation signed by Carrier and the designated recipient or its authorized representative, showing the type of property received and delivered by Carrier at the origin and destination points, respectively. Such freight bill shall be evidence of receipt of the Products in good order and condition unless otherwise noted on the face of the freight bill. Carrier shall be fully responsible for the Products upon Carrier's receipt, with full risk of loss transferring to Carrier at that time, and that responsibility and risk of loss shall continue until delivery to the destination and the designated recipient or its authorized representative signs bill of lading or delivery receipt.
4. Carrier agrees to be named on all necessary paperwork (including, but not limited to, the truck booking slip and bill of lading) as the "carrier of record." If Carrier acts as a broker for any of the Transportation Services, Carrier agrees to arrange for the pick-up, transport, and delivery of the shipments, as Shipper may reasonably request, exclusively by motor carriers that hold the proper government authority to perform the requested Transportation Services. Every shipment arranged for transport by Carrier while this Contract is in effect will be deemed tendered to Carrier under this Contract. Carrier warrants that it will perform any brokerage services in a good and workmanlike manner in accordance with good industry practices, and in conformity with the terms of any tender. Carrier shall be solely and exclusively liable and responsible for the payment of rates and charges to Drivers engaged by Carrier that relate to the transportation of Products tendered by Shipper to Carrier pursuant to this Contract.
5. Carrier agrees that the relationship of Carrier to Shipper hereunder is solely that of an independent contractor, and Carrier shall and does employ, retain, or lease on its own behalf all persons operating its motor vehicles and transporting the Products under this Contract, and such persons are not employees or agents of Shipper. It is further understood and agreed that all drivers of motor vehicles and persons employed in connection with the transportation of the Products under this Contract are subject to the sole direction, control and supervision of Carrier, and not of Shipper. This Contract does not create, nor shall it be deemed to create, a partnership, joint venture or agency relationship between Shipper and Carrier. Shipper is not responsible for paying any involved Driver's salary, wages, compensation or charges, or any taxes based on salary, wages or compensation.
6. Carrier agrees that it will not place and expressly waives any right to place, any lien on cargo, freight or property of Shipper or any of its customers.
7. Carrier agrees to provide all fuel and pay all expenses necessary to operate any equipment used in connection with the Transportation Services provided hereunder, and Carrier agrees that in no instance shall Shipper be responsible for any such expenses.

#### **C. COMPLIANCE WITH APPLICABLE LAW**

1. Carrier agrees that Shipper has entered into this Contract with Carrier based upon Carrier's representation to Shipper that Carrier is duly qualified and licensed to perform the work involving the transport of the Products, possesses the knowledge, skill, experience, and available equipment required to do the work contracted for safely and that all of Carrier's Drivers (as defined herein), employees and independent contractors are properly trained and supervised to conduct such work safely. The terms "Driver" or "Drivers," whether capitalized or not, as used throughout this Contract shall include all drivers providing Transportation Services, whether employees of Carrier, third party

contractors hired by Carrier, employees of the Driver hired by Carrier, or third-party contractors hired by the Driver. Carrier warrants and represents that all Transportation Services provided under this Contract are performed in a professional and workmanlike manner and in strict compliance with all applicable federal, state or local laws, ordinances, rules, regulations and permits, including, but not limited to, Federal Motor Carrier Safety Regulations (49 C.F.R. Parts 381-399), federal and state vehicle codes, state commercial driver licensing laws, federal OSHA standards, and any other regulatory bodies having jurisdiction over the operation of its vehicles and transportation of the Products. Carrier warrants and represents to Shipper that Carrier and its Drivers currently have and will maintain at a minimum a "satisfactory" rating from the Federal Motor Carrier Safety Administration ("FMSCA") and pursuant to 49 C.F.R. Part 385 a SafeStat score of 49 or less. Carrier agrees that Carrier and all Drivers it uses to transport the Products will maintain a "continue to operate" rating under the CSA 2010. Carrier will provide Shipper with copies of its current SafeStat score, its and all Drivers' CSA 2010 scores, and the State Safety Data Quality Analysis for all states in which Carrier will be transporting the Products. It is expressly understood and agreed that it is Carrier's responsibility to immediately notify Shipper of any change in Carrier's SafeStat, CAS 2010 or State Safety Data Quality Analysis scores. Without limiting the foregoing, in the event that Carrier receives a "Conditional", "Unsatisfactory", or "Unfit" safety rating, Carrier shall immediately notify Shipper. Carrier and its Drivers shall at all times have and maintain all required permits, authorizations, registrations, franchises, certificates, licenses, and approvals under federal, state or local laws and regulations including those necessary to conduct business in every state where Carrier provides Transportation Services for Shipper.

2. Carrier warrants and agrees to provide personnel and equipment fully adequate and sufficient to provide the Transportation Services under this Contract in a legal and safe manner. Carrier also warrants that all vehicles and equipment used hereunder shall be in roadworthy condition and shall comply with all state and federal laws, regulations, and permits, including, but not limited to such laws, regulations and permits relating to: (i) the replacement and checking of tires and brakes; (ii) legal weight limits for highway transportation of the Products; and (iii) proper security of loads.
3. Without limiting any other indemnification or liability sections in this Contract, Carrier shall be liable to Shipper for all loss, damage or injury to the Products (a) occurring while in the possession or under the control of Carrier until delivery and unloading is complete, or (b) resulting from Carrier's performance or failure to perform the Transportation Services provided for in this Contract.
4. Without limiting the foregoing, Carrier hereby warrants and certifies that all Drivers possess a valid drivers' license of the type required of commercial carriers by state and federal laws and regulations. Additionally, Carrier certifies that all Drivers possess capable driving abilities. Upon request by Shipper, Carrier agrees to provide Shipper with copies of the initial and annual reports on each Driver's qualifications for safe driving as required by state and federal laws and regulations.

#### **D. INSURANCE:**

In addition to any insurance Contractor deems in its interest to purchase because of risks assumed under this Agreement or otherwise, Contractor shall maintain in force at its own expense: (i) all insurance required by any applicable federal, state or local statutes, laws, rules or regulations; and, (ii) the following forms of insurance coverage at least in the amounts specified. Additionally, Contractor shall maintain such forms of insurance as required by this paragraph for the longer of: (i) 5 years or (ii) the statute of limitations applicable to this Agreement. Contractor agrees to have Westervelt designated as an

additional insured under all insurance policies of Contractor acquired or maintained to fulfill the requirements for insurance imposed by this paragraph of this Agreement. Contractor waives any and all rights of recovery against Westervelt for any loss or damage covered by any insurance acquired or maintained by Contractor for its benefit (including all rights that might otherwise accrue to any subrogee) where such waiver does not void Contractor's insurance.

Workmen's Compensation – Statutory

Employer's Liability - \$1,000,000 each accident

\$1,000,000 disease – policy limit

\$1,000,000 disease – each employee

Voluntary Compensation Endorsement

Broad Form All States Endorsement (when applicable)

United States Longshoremen and Harbor Workers Act Coverage and/or Jones Act (when applicable)

Commercial Public Liability (ISO Form CG 00 01 10 01 or equivalent) – without limiting endorsements

Limits of Liability – \$1,000,000 each occurrence

\$2,000,000 general aggregate

\$2,000,000 products – completed operations aggregate

\$1,000,000 personal injury

\$5,000 medical payments

Policy shall include the following types of coverage:

Premises & Operations

Independent Contractors

Products & Completed Operations

Explosion, Collapse and Underground (XC&U)

Contractual Liability

Contractor's coverage shall be primary

Automobile Liability – Comprehensive Form (including contractual liability endorsement)

Limits of Liability – \$1,000,000 each accident (combined single limit for bodily injury and property damage)

Policy shall include the following types of coverage:

Owned, non-owned and hired vehicles

Westervelt to be included as an Additional Insured

Waiver of subrogation in favor of Westervelt

Contractor's Pollution Legal Liability Insurance

Limits of Liability –

\$5,000,000 per occurrence

\$5,000,000 aggregate

Self –Insured Retention - \$10,000

Employer's Liability in Excess of \$100,000

Professional Liability

Limits of Liability

\$2,000,000 per claim  
\$4,000,000 aggregate

Policy to provide coverage for negligent acts, errors or omissions rising out of work performed on or behalf of Westervelt.

Prior acts coverage shall have a retroactive coverage date that precedes the commencement of any professional services to be performed under this Agreement.

**Property Insurance.** Westervelt will provide property coverage on its property. Coverage is not extended to Contractor under Westervelt's coverage. Additionally, Westervelt reserves the right to hold Contractor responsible for any damage incurred to Westervelt's property.

**Damage to Contractor's Property.** Contractor shall maintain, at its own expense, insurance coverage against the loss or destruction of any and all of the equipment, tools, and other property owned or used by it in connection with the Work. Contractor waives subrogation rights against Westervelt.

**Certificates of Insurance.** At least five (5) days prior to the commencement of the Work hereunder, Contractor shall furnish to Westervelt insurance certificates evidencing that all insurance required herein is in full force and effect and naming Westervelt as an additional insured or loss payee, as applicable. All such certificates and policies of insurance required herein shall include evidence of or contain an endorsement specifying that such insurance it will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Westervelt. Contractor shall not begin any portion of the Work until all certificates of insurance have been provided to Westervelt.

The fact that insurance is obtained by Contractor or by Westervelt on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Westervelt from Contractor or any third party will not be limited by the amount of the required insurance coverage.

#### **E. INDEMNITY:**

Contractor shall indemnify, defend, and hold harmless Westervelt, and its respective directors, officers, agents, employees, contractors, and assigns and each of them (collectively, the "Indemnitees") from and against all actions, liabilities, claims, damages, losses, suits, fines, judgements, and expenses (collectively "Claims"), including but not limited to, all court costs and attorney's fees, arising out of or in any way relating to or resulting from: (a) the performance of the Work; (b) a violation of federal, state, local, international or other laws or regulations; (c) bodily injury or death to any person or loss, disappearance or damage to tangible or intangible property; (d) Contractor's breach of any term of this Agreement, including any representation or warranty; (e) any claim of conflict with or infringement upon any patent, application for patent, invention, service mark, trademark, trade name, copyright, trade secret or secret formula of any person, corporation, or entity arising out of the Work; or (f) Contractor's negligence or willful misconduct. Such obligation shall not be construed to negate, abridge or otherwise limit any other right or obligation of indemnity that otherwise exists in favor of any Indemnitee. In the event and to the extent that a claim is made by an employee of Contractor against an Indemnitee, the intent of the Parties is that Contractor will indemnify each such Indemnitee to the same extent as if such claim were made by a nonemployee of Contractor, irrespective of any statute or judicial decision otherwise disallowing such indemnity. Accordingly, in addition to the above provisions and in order to render the parties' intent and this indemnity agreement fully enforceable, Contractor, in a claim hereunder by Westervelt, or any of its officers, agents, directors, employees, contractors, or assigns, hereby waives any and all defenses or

immunity Contractor may have under the Workmen's Compensation Laws of any state, or any statute or judicial decision pertaining thereto, and Contractor consents to a cause of action for indemnity hereunder. Further, under no circumstances shall Westervelt be liable to Contractor for consequential, incidental, special, or indirect damages arising out of or connected to the performance or non-performance under this Agreement. The Indemnitee shall promptly notify Contractor in writing of any action, or a notice of the commencement, or filing of any action ("Action") and cooperate with Contractor at Contractor's sole cost and expense. Contractor shall promptly take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at its sole cost and expense. Contractor shall not settle any Action in a manner that adversely affects the rights of the Indemnitee without the Indemnitee's prior written consent, such consent not to be unreasonably withheld. The Indemnitee may employ its own counsel to represent it or otherwise participate in and observe the proceedings at its own cost and expense. Notwithstanding the foregoing, the Indemnitee may defend or respond to any Action, at Contractor's expense, if the Indemnitee's counsel reasonably determines that (i) it is necessary to preclude a default judgment from being entered against the Indemnitee, (ii) there are one or more defenses available to the Indemnitee that are different from or in addition to those available to Contractor and the Contractor's counsel could not adequately represent the interest of the Indemnitee because such interest could be in conflict with those of the Contractor or (iii) such Action involves, or could have a material effect on, any material matter beyond the scope of the indemnification or defense obligations of the Contractor. The Indemnitee's failure to perform any obligations under this Section shall not relieve the Contractor of its obligations hereunder except to the extent that the Contractor can demonstrate that it has been materially prejudiced as a result of such failure. This Section shall survive termination of the Agreement.

**F. SHIPPER COVENANTS AND AGREES:**

As full compensation for the Transportation Services provided by Carrier pursuant to the terms and conditions of this Contract, Shipper agrees to pay Carrier in an amount equal to the rates and accessorial charges agreed to on Shipper's load confirmation sheet and/or truck booking slip (and any amendments, supplements and revisions thereto), which are hereby incorporated and made a part of this Contract. Carrier must submit proof of delivery with invoices to Shipper. Payment terms shall be thirty (30) days after receipt by Shipper.

**G. MISCELLANEOUS:**

The parties further agree as follows:

1. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.
2. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be modified, waived, amended or added to except by a writing signed by the party against which the enforcement of such modification, waiver, amendment or addition is or may be sought.
3. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

4. This Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement and thereto are governed by, and construed in accordance with, the laws of the State of Alabama, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Alabama. The Parties irrevocably and unconditionally agree they will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the U.S. District Court for the Northern District of Alabama located in Tuscaloosa, Alabama or the courts of the State of Alabama sitting in Tuscaloosa County, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in U.S. District Court for the Northern District of Alabama located in Tuscaloosa, Alabama or the courts of the State of Alabama sitting in Tuscaloosa County. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

5. The waiver by one party of the performance of any covenant, condition or promise, or of the time for performing any act, under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such party of any other covenant, condition or promise, or of the time for performing any other act required, under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other consistent remedies unless they are expressly excluded.

6. This Agreement shall not be assignable by either party without the prior written consent of the other.

7. The agreements contained herein shall not be construed in favor of or against either party, but shall be construed as if both parties prepared this Agreement.

8. Wherever in this Agreement the context so requires, references to the masculine shall be deemed to include the feminine and neuter, and reference to the singular shall be deemed to include the plural.

9. The Contractor represents and warrants to Westervelt that Contractor is authorized and qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required and is properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over Contractor and over the Work.

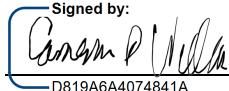
10. Contractor's execution of this Agreement and the performance thereof is within Contractor's duly authorized powers and the individual executing this Agreement is fully authorized by any and all corporate action by Contractor.

**[INTENTIONALLY BLANK – SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed and delivered by their duly authorized representatives on the date set forth above.

**CARRIER: CAMERON D WILLIAMS DBA**

By:

Signed by:  
  
D819A6A4074841A...

Name: Cameron Williams

Its: Owner

**SHIPPER: The Westervelt Company**

By:

Signed by:  
  
8C403F0DD4294B0...

Name: Rick Brignac

Its: Senior of Marketing Director