

Master Services Agreement

Between Harper Interiors LLC and Coastline Logistics Inc.

This Master Services Agreement (the "Agreement") is entered into and made effective as of January 15, 2026 (the "Effective Date") by and between Harper Interiors LLC, a limited liability company with its principal place of business at 480 Marsh Landing Parkway, Savannah, Georgia (the "Client"), and Coastline Logistics Inc., a corporation with its principal place of business at 1201 Harbor View Road, Charleston, South Carolina (the "Carrier").

The Client is a manufacturer and retailer of custom interior furnishings. The Carrier provides freight, warehousing, and last-mile delivery services for oversized and high-value goods. The parties wish to set the terms under which the Carrier will transport and deliver the Client's goods.

In consideration of the mutual promises below, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows. Capitalized terms have the meanings given to them in Section 1.

This is Exhibit A to the parties' dispute filing. It is reproduced in full and its page numbering is preserved for reference.

Section 1. Definitions

1.1 "Goods" means the furniture, fixtures, and related items tendered by the Client to the Carrier for transport, as described in each Shipment Order.

1.2 "Shipment Order" means a written order, in the form the parties adopt from time to time, that lists the Goods, the pickup location, the delivery location, and the requested delivery date.

1.3 "Delivery Date" means the date on which the Carrier tenders the Goods at the delivery location named in the Shipment Order.

1.4 "Goods Value" means the declared commercial value of the Goods as stated by the Client in the applicable Shipment Order.

Section 2. Scope of Services

2.1 The Carrier shall pick up, transport, and deliver the Goods described in each accepted Shipment Order using equipment suitable for oversized and fragile furniture.

2.2 The Carrier shall handle the Goods with reasonable care and shall follow any written handling instructions the Client includes in a Shipment Order.

2.3 The Carrier may not subcontract the physical transport of the Goods without the Client's prior written consent, which the Client shall not unreasonably withhold.

Section 3. Fees and Payment

3.1 The Client shall pay the Carrier the fees set out in each Shipment Order. Unless a Shipment Order states otherwise, fees are quoted per shipment and exclude applicable taxes.

3.2 The Carrier shall invoice the Client on delivery. Undisputed invoices are due within thirty (30) days of the invoice date.

3.3 The Client may withhold payment of any amount it disputes in good faith, provided it pays the undisputed balance and gives the Carrier written notice describing the dispute.

Section 4. Delivery, Inspection, and Damage Claims

4.0 This Section governs how the Goods are delivered, how the Client inspects them, and how the Client must report loss or damage. The timing rules in this Section are conditions of any damage claim and are continued on the following page.

The parties agree that prompt inspection protects both sides: it lets the Carrier investigate while the facts are fresh and lets the Client document its loss. The specific notice requirement appears in Section 4.1.

Section 4.1. Notice of Loss or Damage

4.1 The Client shall inspect all delivered Goods promptly upon receipt and shall notify the Carrier in writing of any visible loss or damage within ten (10) days of the Delivery Date. Any claim for visible loss or damage that the Client does not submit within this ten (10) day period is waived.

4.2 For loss or damage that is not visible on reasonable inspection ("concealed damage"), the Client shall notify the Carrier in writing within thirty (30) days of the Delivery Date.

4.3 A notice under this Section is effective when the Client sends it by email to the Carrier's claims address and must describe the Goods affected and the nature of the damage.

4.4 The Carrier shall acknowledge each notice within five (5) business days and may inspect the affected Goods before the Client repairs, alters, or disposes of them.

4.5 Time is of the essence with respect to the notice periods in this Section. The parties agree that these periods are reasonable given the nature of the Goods.

Section 5. Warranties

5.1 The Carrier warrants that it will perform the services in a professional and workmanlike manner and in compliance with applicable law.

5.2 Except as expressly stated in this Agreement, the Carrier makes no other warranties, express or implied, regarding the services.

Section 6. Indemnification

6.1 Each party shall indemnify the other against third-party claims arising from the indemnifying party's negligence or breach of this Agreement, subject to the limitation of liability in Section 7.

6.2 The indemnified party shall give prompt written notice of any claim and shall reasonably cooperate in its defense. The indemnifying party controls the defense and resolution of a third-party claim, provided any resolution fully releases the indemnified party.

Section 7. Limitation of Liability

7.1 Neither party is liable to the other for any indirect, incidental, special, or consequential damages, including lost profits, even if advised of the possibility of such damages.

7.2 Except for liabilities arising from a party's gross negligence or willful misconduct, the total aggregate liability of the Carrier under this Agreement, for any and all claims, whether in contract, tort, or otherwise, shall not exceed fifty thousand dollars (\$50,000).

7.3 The limitation in Section 7.2 applies to the Carrier's liability for loss of or damage to the Goods and represents the parties' agreed allocation of risk, which is reflected in the fees.

7.4 Nothing in this Section limits a party's liability for its own fraud or for any liability that cannot be limited under applicable law.

Section 8. Term and Termination

8.1 This Agreement begins on the Effective Date and continues for one (1) year, renewing for successive one-year terms unless either party gives thirty (30) days' written notice of non-renewal.

8.2 Either party may terminate this Agreement for the other's material breach that remains uncured thirty (30) days after written notice.

Section 9. Governing Law

9.1 This Agreement is governed by the laws of the State of Georgia, without regard to its conflict-of-laws rules.

9.2 This Agreement, together with the Shipment Orders, is the entire agreement between the parties and supersedes all prior understandings.

Signed for Harper Interiors LLC: M. Harper, Managing Member. Signed for Coastline Logistics Inc.: R. Dell, Vice President of Operations.