

**Operating Parameters**  
**Samsung Electronics America, Inc.**

**Carrier shall adhere to the following customer requirements:**

Shipping/Receiving Documents. A carrier's shipping and receiving documents, such as a Bill of Lading, Delivery Receipt, or other shipping document ("Carrier Documents") shall be signed for each shipment delivered to and shipped from the Warehouse. CARRIER shall note on each Carrier Document, whether the inbound load to SAMSUNG customer is live-unloaded (CARRIER present during customer receiving) or dropped (CARRIER not present) and the visible damage to any Products or packing materials and any shortages and shall take pictures of any visible damage. CARRIER shall provide reports to Broker & SAMSUNG setting forth the details of any damaged Product or packing material immediately upon inspection, but not later than twenty-four (24) hours after becoming aware of any damaged Product after delivery. Such documentation shall include digital format pictures of all damage. CARRIER shall record the seal number, verify it against the Receiving Document, and retain the original seal from any container loaded exclusively with Product in which any visible damage is found. CARRIER will send pictures or original seals to Broker & SAMSUNG with the other relevant documents as a matter of standard procedure if requested by Broker or SAMSUNG. CARRIER will extend reasonable efforts to minimize the occurrence of detention and demurrage charges against SAMSUNG.

Damage Evaluation and Grading. Any claims for damage will be reviewed by a designated management representative from SAMSUNG and CARRIER within two (2) weeks of discovery. For any damaged Product for which CARRIER is required to pay 100% of the Product Value, such Product becomes property of CARRIER and CARRIER must move that Product out of the Warehouse within thirty (30) calendar days. To mitigate claims, SAMSUNG will provide the salvage unit to the carrier upon 100% payment of the claim; thereafter the carrier can then mitigate their claim through sale of the salvaged unit. If the Product is to be sold to a salvager or otherwise disposed of, the Parties agree to confer and agree on the best course of action to ensure proper handling and disposition.

Equipment/Warehouse Damage. CARRIER shall be liable for any loss of or damage to the warehouse premises or any SAMSUNG owned equipment (up to SAMSUNG's net book value of such lost or damaged equipment) to the extent such loss or damage arises from CARRIER's intentional and/or negligent acts or omissions.

Security. CARRIER shall provide the following types of security protection.

- A. CARRIER will require outbound drivers to check in at the Warehouse, verify driver identity, create a copy of their driver's license, and obtain driver's finger prints before authorizing pickup of the outbound shipment.
- B. Incident Reporting: CARRIER will report to SAMSUNG security any incident of criminal behavior that was intended to affect Product within two (2) business hours of the discovery of the event via email and telephone call. Incidents of criminal behavior include, but are not limited to, theft, vandalism, arson, illegal narcotics possession or trafficking, and human trafficking.
- C. Security Procedures and Documentation. CARRIER will follow SAMSUNG's security procedures for the proper handling, storage and safeguarding of trailers/ containers related to Transportation Services which contain SAMSUNG products. Such performance of the CARRIER will be subject to review and auditing by SAMSUNG security personnel. Should there be an incident that results in Cargo loss or damage, requiring a SAMSUNG security investigation, CARRIER will fully cooperate with SAMSUNG in the audit of the operation and investigation into the cargo loss or damage. This cooperation will extend to relevant documents, video and audio recordings, access control and intrusion alarm records, operational data, policies, procedures, employees and subcontractors.
- D. Background checks - CARRIER will require driver background checks that include a drug screening as required by applicable law. CARRIER shall perform background checks on all employees in accordance with CARRIER's internal hiring policies. Subject to privacy laws, SAMSUNG reserves the right to audit CARRIER's background check process.
- E. Safety and Health Requirements- SAMSUNG requires that CARRIER comply with all applicable OSHA regulations and other federal, state or local health and safety regulations. This includes providing safety training for all its employees. CARRIER has the sole and complete obligation to provide a safe and healthful working environment for all CARRIER personnel.
  1. CARRIER is responsible for CARRIER's safety violations from any agency to include any fines and penalties.

2. CARRIER is responsible for promptly correcting all CARRIER's violations of safety and health standards, potential hazards, and other such safety-related problems within their area of responsibility.
3. If SAMSUNG notifies CARRIER of any CARRIER non-compliance with the provisions of the safety and health program or statutory requirements, CARRIER shall take prompt action and make all reasonable efforts to correct the unsafe or unhealthy condition(s) or act(s).
4. CARRIER now has and agrees to maintain a DOT safety rating of at least "Unrated" or "Satisfactory". If this should change, Carrier shall immediately notify Broker Samsung in writing.

Compliance with Laws, Ordinances, Rules and Regulations.

- A. CARRIER shall comply with all laws, ordinances, rules and regulations of federal, state, municipal and other governmental authorities in connection with the safeguarding of the Products in its possession or under its control in performing its Transportation Services related to the Products and its performance of service.
- B. SAMSUNG shall advise CARRIER of any Products with unique or special handling or storage requirements and CARRIER shall be responsible for determining whether there are any applicable laws, ordinances, rules and regulations of federal, state, municipal or other governmental authorities relating specifically to the fulfillment by CARRIER of its obligations hereunder with respect to the safeguarding, of the Products in its possession or under its control in performing its Transportation Services related to the Products.
- C. CARRIER will have sole responsibility for maintenance and execution of all applicable safety and health regulations as it pertains to Transportation Services of CARRIER for Samsung.

Subrogation. CARRIER waives any and all rights of recovery, claims, actions, or causes of actions (asserted by way of subrogation or otherwise), that it may have or claim to have against SAMSUNG and SAMSUNG's officers, directors, shareholders, employees, partners, agents, and contractors for any loss or damage to CARRIER's property caused by or resulting from, or arising by reason of, fire, flood, the elements, or any other cause which is insured against by the terms of any insurance policies required to be carried by CARRIER, except to the extent, caused by the negligence or willful misconduct of any one or more of the SAMSUNG parties.

Reporting:

Same Day Reporting. All shipping notifications shall be reported on the day of the occurrence, except as otherwise provided herein. CARRIER must provide Broker & SAMSUNG with same day information on Overage, Shortage, and Damage ("OS&D") status of affected Products plus immediate processing of all returns.

If a SAMSUNG customer returns any Product without a valid RMA number, other than those originally shipped from the Warehouse via Parcel, CARRIER shall contact Broker & SAMSUNG promptly after becoming aware that a customer return occurred without a valid RMA before refusal of such Product.

CARRIER shall not be permitted to drop a trailer at any facility of a receiver or consignee for unloading, unless otherwise agreed upon by the parties in advance and in writing or otherwise stated herein. CARRIER will be responsible to obtain a piece count signature at time of delivery, except on deliveries tendered on a drop trailer basis, however, CARRIER shall provide to Broker & SAMSUNG the customer's acknowledgement of all drop trailers in written evidence which may include either (a) a stamp with customer's signature, trailer number, intact seal number and date received, or (b) an email from the customer acknowledging that this trailer was delivered on a drop trailer basis. In such case where a consignee will not permit a representative of the carrier to observe the unloading and count at delivery, CARRIER shall provide, if reasonably available Customer's written acknowledgement of drivers not allowed to observe the unloading and count at delivery for full truck loads only (FTL). CARRIER shall obtain a delivery receipt or proof of delivery for each shipment containing the number of shipping units delivered to and accepted by the receiver or consignee, and the condition thereof if Product has been damaged. For Products within the transportation network that are to be returned to the Warehouse as agreed to in the return procedures between the parties, carrier shall be required to annotate the condition of the Product on appropriate documentation provided to CARRIER.

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1. Shipment/Receiving Documents; B/L.

- A. Shipping/Receiving Documents. CARRIER's shipping and receiving documents, such as a B/L, delivery receipt, or other shipping document (collectively, "CARRIER Documents") shall be signed for each shipment delivered to and shipped from the Warehouses. CARRIER shall note on each of CARRIER Documents, whether the inbound load to SAMSUNG customer is live-unloaded (CARRIER or CARRIER Subcontractor present during customer receiving) or dropped (CARRIER or CARRIER Subcontractor not present) and the visible damage to any Products or packing materials and any shortages and shall document such as taking pictures of any visible damage. CARRIER shall provide reports to Broker setting forth the details of any damaged Product or packing material immediately upon inspection, but not later than twenty-four (24) hours after becoming aware of any damaged Product/packaging materials after delivery. Such documentation shall include digital format pictures of all damages. CARRIER's Subcontractor shall record the seal number, verify it against the receiving document, and retain the original seal from any container loaded exclusively with Product in which any visible damage is found. CARRIER will send pictures or original seals to Broker with the other relevant documents as a matter of standard procedure if requested by Broker or SAMSUNG. CARRIER will extend reasonable efforts to minimize the occurrence of detention and demurrage charges against SAMSUNG. CARRIER will reimburse SAMSUNG for detention and demurrage charges to the extent due to CARRIER's or CARRIER Subcontractor's intentional and/or negligent acts or omissions.
- B. Limits to terms and conditions of B/L. B/L may be issued by CARRIER, rail carriers, drayage companies and motor carriers, subject to the qualification that any provision in any B/L, whether on its face, in the terms and conditions of contract on the reverse side, or otherwise, incorporating the provisions of rail circulars or tariffs (with the exception of CARRIER's tariffs) of the drayage companies and/or motor carriers or other equivalent document limiting the liability of said carriers, whether by requiring the insertion of a declared value, or otherwise, shall be null, void and unenforceable as between CARRIER and SAMSUNG.

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### SAMSUNG ("SEA" and/or "SEMP") Logistics Security Requirements

To ensure the safe and secure transport of SAMSUNG goods, the following security contract language will be the Security guidelines for all SAMSUNG products transported by our 3PL CARRIERS. These guidelines cannot account for every event and situation possible and are subject to future changes and updates provided in writing as permissible.

#### General Requirements

BROKER shall agree to the SEA/SEMP security policies and procedures outlined in this document, and these policies and procedures will be followed when arranging transport of SAMSUNG product(s).

- I. In the event of a theft, loss, or damaged product while under the responsibility of the CARRIER, the CARRIER shall, actively cooperate with law enforcement authorities and BROKER/SAMSUNG Security Management (or their appointed agents). Security reserves the right to audit the BROKER or CARRIER after a reasonable notification period (24 hours during normal business hours).
- II. Any thefts, robberies, shortages, accidents, or delays (of more than 2 hours) must be reported promptly by CARRIER to BROKER, who will notify SAMSUNG Transportation and SAMSUNG Security (GSOC 972-761-7355).
- III. CARRIER shall have a vetting process in place to include the following:
  - a. CARRIER shall only use drivers that have been employed for at least 1 uninterrupted year.
  - b. CARRIER drivers shall have been without any security breaks for which they can be held accountable during their employment at CARRIER.
  - c. CARRIER driver's must possess a valid CDL.
- IV. CARRIER's must meet the minimum requirements prescribed below:
  - No first-time CARRIERS permitted; the CARRIER must have a minimum of ninety (90) day's active operating authority.
  - CARRIER shall have no history with BROKER of theft or loss incurred by the negligence of the CARRIER or their employees to include;
    - Carriers must not have a history of double brokering,

- No history of breaking the seal or back-loading (backhauling),
  - High Value “HVL” Trailers cannot have reversed bolts on the trailer doors. If this is the case, the trailer is subject to being rejected.
- V. Drivers must present a current, valid CDL (Commercial Driver’s License) and allow a digital copy to be made before leaving SAMSUNG or SAMSUNG 3PL premises with SAMSUNG Products. The CDL is also subject to driver's license scanning to ensure the CDL is valid; drivers must be willing to comply with CDL scanning upon entering and exiting the truck yard.
- VI. Trucks will be dispatched on specific days and times to ensure that upon arrival at the final destination, the SAMSUNG products will be transferred to the delivery location promptly. No unauthorized stops are permitted. Stops for fuel, food, DOT breaks, and restroom breaks are permitted. No stops longer than 45 minutes in duration are permitted unless dictated by DOT standards (mandatory rest period). If an emergency arises and the driver must park the truck before making the final delivery, the truck must be parked at an authorized location with appropriate security, including a perimeter fence with locked gates, CCTV (Closed Circuit Television Cameras), and security guards. SAMSUNG Security recommends backing the trailer up to a structure that will not allow the doors to be opened while parked (ex., building, wall, fence, bollard, etc.).
- VII. Under no circumstances will CARRIER sub-contract or sublease (double brokering is NOT allowed) the carrying of SAMSUNG Products without the written permission of BROKER/SAMSUNG management.
- VIII. Driver will not pick up from a SAMSUNG facility and then drop the load for another driver to take to the final destination. The driver that picks up the load must be the driver that takes the load to the final destination. In the event of an emergency where a driver change is required, the CARRIER must provide BROKER with the new driver information prior to pick up. When the new driver arrives, the information will be verified & approved by the SAMSUNG GSOC before departure.
  - a. CARRIER shall ensure no SAMSUNG shipments are parked in locations known for high crime communicated by BROKER, SAMSUNG Logistics or SAMSUNG Security.
- IX. When arriving at or departing a SAMSUNG warehouse (to include SAMSUNG 3PL location), CARRIER shall ensure its driver will comply with all Security requirements, including:
  - a. CTPAT 7-point inspection, Hardware Inspection (Doors, Handles, Rods, Hasps, Rivets, Brackets, etc.), Outside/Undercarriage, Inside/Outside Door, Right Side, Left Side, Front Wall, Ceiling/Roof, Floor Inside. The door, handles, rods, hasps, rivets, brackets, and all other parts of a container’s locking mechanism must be fully inspected to detect tampering and any hardware inconsistencies prior to the attachment of any sealing device.
  - b. Pictures of the tractor, trailer, license plates, DOT numbers, and seal if equipped.
- X. Drivers are prohibited from delivering to any address other than what is provided by SAMSUNG and printed on the BOL. If a change in address is requested, it must be in writing from BROKER/SAMSUNG Logistics.
- XI. The Global Security Operations Center (GSOC) may contact the BROKER or Carrier and request a photo of the trailer seal to ensure the integrity of the load. CARRIER’s driver shall comply with these requests and send photos within 30 minutes of the request. A clear photo of the rear of the trailer with the seal, license plate, and DOT number clearly visible are required.
- XII. CARRIER and their employees and all passengers shall agree to cooperate with any SAMSUNG security representative to ensure the security of SAMSUNG products and compliance with these security requirements. On occasion, a security officer may be dispatched to check on the welfare of the shipment, and the CARRIER shall require its driver to cooperate with the dispatched officer's requests.

#### GPS Tracked Loads

Please reference the “Driver Departure Interview” requirements attached at the end of this document.

- I. For GPS-tracked loads, no unauthorized stops are permitted. Stops for fuel, food, DOT breaks, and restroom breaks are permitted; however, the stop and subsequent starts must be communicated to the BROKER, who will communicate to SAMSUNG Global Security Control Center (GSOC). No stops longer than 45 minutes in duration are permitted unless dictated by DOT standards (mandatory rest period).
- II. Team drivers are sometimes required for GPS Tracked Loads. If this is a “team driver” required shipment, one driver must always stay with the shipment during any stops.

- III. The carrier GPS reporting interval for tracking units must not exceed 10 minutes for stationary loads or 30 minutes for moving loads. The Carrier must ensure tracker battery life is sufficient to last the duration of the trip.
- IV. The Carrier's tracking devices must use at least two signaling methods (e.g., 3G, 5G, SMS/GPRS using GSM or CDMA), be equipped with a device that is capable of maintaining the signaling capacity of the tracker for not less than 24 hours at a reporting rate of not more than ping rate every five minutes.
- V. Carrier must have detailed and documented processes in place that include;
  - 1. Tracking the trailer or truck
  - 2. 24/7 monitoring
  - 3. The ability to establish geo-fences and approved parking locations
  - 4. Document response protocols for emergencies
- VI. The monitoring center must respond to the alert, lost or jammed signal within 2 minutes. If immediate resolution is not made, contact law enforcement.
- VII. 24/7 active monitoring is required for all dedicated Samsung shipments.

### **Truck Security Requirements**

#### **CARRIER Conveyances must be equipped with:**

- I. Entirely enclosed bodies of metal construction and secured with a "Cam-Action" lockable door latch.
- II. FTL - High-value security tamper-evident seals C-TPAT compliant and ISO 17712 certified.
- III. LTL – A metal tamper seal (i.e., ball metal seal) is acceptable.
- IV. Vehicle immobilization devices must be in place when conveyance is not moving. The tractor must have an operational kill switch or cut-off switch.
- V. Driver shall perform a visual check of the integrity of the security equipment installed in or on the vehicle after every stop. This includes locks, seals, bolts, the front, back, sides, and the space between the truck and trailer. Drivers shall immediately report any irregularities to their dispatcher/monitoring center.
- VI. At least one communication system shall be available 24/7 for two-way, real-time voice communication during the entire journey. The system shall be able to automatically test if the voice communication function is available, OR a procedure shall be in place to ensure a manual communication test call is performed prior to the trip.
- VII. All CARRIERS must have a GPS tracking system. GPS tracking and monitoring duties must be assigned to a monitoring facility to monitor the GPS tracking system in "real time." Any anomalies discovered during transport should be addressed by contacting the driver, escalating as deemed appropriate, and calling local or state police departments if necessary. Notify BROKER who will notify SEA Transportation and Security when an incident occurs.
- VIII. Conveyances must be locked at all times except during loading and unloading. Truck cabins and ignition keys will always be secured from unauthorized use.

### **Routing Security Requirements**

- I. Upon arrival or acceptance of SAMSUNG product, the conveyance must be fully fueled, and the driver must be rested (restored DOT driving hours) and ready to drive a minimum of 200 miles once loaded. No stops are permitted within the first 200 miles of transit. This is considered the "**Red Zone**" and presents the highest risk to the driver and the product.
- II. CARRIER shall agree to provide completed and documented SAMSUNG-approved security awareness training and robbery/ theft response training detailing safe and secure actions to be taken in the event of an incident while in transit.
- III. Driver must be headed toward the destination. Any deviation from the direction must be reported immediately to CARRIER via two-way communication and or GPS
  - a. Security requires the CARRIER to monitor the driver's routes using GPS technology to ensure the load travels toward the destination.
- IV. If the CARRIER requires a physical audit (count) of the SAMSUNG product, this must be completed at the time of loading.
- V. SAMSUNG or SAMSUNG 3PL customer service representative (CSR) will give the driver the shipping documentation (Invoices, PO, bill of lading, and packing list)

- a. CARRIER will sign a copy of the bill of lading in the agreement of products & shipping documentation received.

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## **TRANSPORTATION SERVICE AND REQUIREMENT**

1. **Trailer Condition Requirement**
  - a. Carriers are expected to follow and support Samsung quality transportation standards and measures:
    - i. Trailers - Trailer quality is monitored by Samsung distribution centers, Trailers must be clean, dry, odor free, have no loose floor boards or panels and no sign of dust nor debris, it is the carrier's responsibility to ensure that equipment is being provided for loading in the above manner prior to arriving at the facility.
    - ii. Straps- Straps are required for securing each load before leaving the premises. It is the driver's responsibility to provide and ensure the strap(s) are securely in place before the trailer departs Samsung's facilities.
    - iii. Below trailer types are not acceptable;
      1. Refrigerated
      2. Lowboy
      3. Flatbed
      4. Conestoga
    - iv. For Truckload and Partial Truckload, trailers must meet the following qualifications:
      1. Swing door trailers are required. Trailers cannot have side access doors.
      2. Inner trailer height must be at least 100 inches
      3. Inside Latch Bolts
      4. If Latch bolts are fastened on the exterior of the trailer, they will be rejected
      5. Trailer bed floor must be:
        - a. Between 46-52 inches from the ground
        - b. Free of debris and no protruding nails
      6. All truck and trailers need to be in good working condition at all times. If they are not in good working condition, then they will be rejected.
      7. 53 feet standard dry van unless otherwise requested (smaller trailer) for customer requirement.
      8. Refrigerant trailers may be accepted with prior approval from Samsung.
      9. No holes or out-hanging parts that may damage the product in the trailer.
      10. The trailer must be odor and moisture free. Moisture tests will be performed to determine if the trailer can be accepted.
      11. No paper tags on tractor or trailer.
      12. Samsung may request drop trailer for pick up based on the agreement made with the LSP.
2. **Gate In Check In Procedure**
  - a. The driver must arrive fully fueled with full hours of service to meet scheduled delivery.
  - b. The driver must provide the following information at the time of gate check in for verification:
    - i. Load Number
    - ii. Broker Name
    - iii. Motor Carrier Name
    - iv. MC DOT Number
    - v. Driver's Name
    - vi. Driver's License Information (prefer image when possible)
    - vii. Driver's Cell Phone Number

- viii. Trailer Number
- ix. Tractor Number
  - c. The driver must arrive at DC no earlier than an hour prior to check in.
  - d. Any early arrivals will not be checked in until 1 hour prior to the pickup appointment time
  - e. Samsung prefers the option for Geofence technology to detect driver's arrival for pickup within a certain vicinity.
  - f. Driver is required to present a physical, current and valid U.S. Commercial Driver's License (CDL) that will be checked and scanned by Samsung security. Drivers will not be allowed to access Samsung facilities unless this requirement is met.
  - g. Paper photo copy of CDL's will not be accepted
  - h. Driver rejected under this condition will be considered No call/No show
  - i. The driver must provide visible broker dispatch notification upon arrival to the security. Without the valid load number, they will be denied access to the distribution center and will be considered no-call/no-show.
  - j. Tractor and trailer DOT inspections and registrations must be up to date and not expired. DOT registration must be permanently affixed to the power unit.
  - k. Driver must check in at the shipping office before taking consignment of preloaded trailers
- 3. Load Pick Up
  - a. Prior to the trailer departure, the driver must sign the BOL and return the signed copy to the shipping office and take a copy for themselves
  - b. All driver load counted shipments are live loaded
  - c. Drivers are expected to supervise the entire loading process
    - i. When all loading activity has been completed, drivers are responsible to match the load count with BOL count.
    - ii. Once the shipments have been verified/load counted, the driver is required to:
      - 1. Witness the closing and the sealing of trailer doors
      - 2. Verify the seal number(s) on each shipping document.
      - 3. Witness the shipping documents signed by the shipping office personnel before leaving.
      - 4. Confirm that the shipping documents are placed in a tamper proof envelope and must not be opened once sealed.
      - 5. For live load shipments, the power unit must be with the trailer at all times during the pickup
- 4. Counts.
  - a. Carrier shall sign the Bill of Lading at the time of pickup. If the product is discovered to be missing or to have been damaged, then Carrier shall provide delivery receipt or proof of delivery for that contains: (i) the piece-count of shipping units delivered to and accepted by the receiver or consignee, and (ii) the damaged or missing piece count.
  - b. Carrier will notify Broker, who will notify Samsung, no later than twenty-four (24) hours, after receipt or delivery of product in damaged or missing condition.
  - c. Carrier will be responsible to obtain a piece count signature at time of customer delivery.
  - d. In such case where a consignee will not permit a representative of the Carrier to observe the unloading and count at delivery, Carrier must provide customer's acknowledgement of drivers not allowed to observe the unloading and count at delivery for full truck loads (FTL).
  - e. Carrier shall be required to obtain a delivery receipt or proof of delivery for each shipment containing the number of shipping units delivered to and accepted by the receiver or consignee, and the condition thereof if the product has been damaged.
- 5. Departure from Samsung DC

- a. Before departing Samsung facilities, Samsung security will photograph and place a security seal on the trailer with the driver as witness.
  - b. Drivers are required to sign an agreement that they will drive a minimum of 150 miles from the distribution center prior to stopping. Failure to comply will result in driver rejection and Brokers will be responsible for finding a recovery on the same day.
6. Delivery Loads in Transit
- a. It is Carriers responsibility to always notify Broker of unscheduled stops while the shipment is in transit.
  - b. Team drivers must have a driver always present with the load, and not be left unattended in transit.
  - c. Any stopped Samsung loads in transit must be inside a secured yard
  - d. Any use of a yard should be secured with CCTV monitoring, surrounding structures around the facility, good lighting and 24-7 guard surveillance. The seals and trailer be untampered throughout their stay
  - e. If a driver feels they are being followed for any reason, they must notify their dispatch and the Broker including Cargo Net, Samsung Risk Management Team and law enforcement as needed immediately.
  - f. When making any scheduled or unscheduled stops, the trailer must be inspected to ensure the integrity of the load
  - g. Upon arriving at destination, the driver must validate that the seal is still secured and intact prior to unloading.
  - h. In any circumstance, if an on-time delivery of a load is jeopardized, Broker/Samsung must be notified immediately.
7. Arrival/Departure from Consignee
- a. If any unforeseen unloading delays occur and cargo cannot be unloaded the same day. the Carrier must notify broker who will notify Samsung for disposition instructions.
  - b. If layover is required the Carrier is expected to bring the trailer to the nearest secured yard, In the case of overage at delivery, the driver is required to have the receiver notate the overage on the Bill of Lading before departing from the facility. Once overage is confirmed, the Carrier is required to notify broker who will notify Samsung Returns Team for disposition instructions
  - c. If a discrepancy is found in the bill of lading or shipping manifest, Carrier is required to contact Broker who will notify Samsung claims department and their operations people for instructions
8. Information of Delivery / Proof of Delivery
- a. The Carrier will be responsible providing Information of Delivery (IOD) and Proof of Delivery (POD) for all shipments, in accordance with Samsung's requirements
  - b. IOD must be received by Broker/SAMSUNG within one (1) business day after delivery date. IOD for The Home Depot/GE cross dock shipments must be received upon delivery of shipments on the same day.
  - c. For The Home Depot/GE cross dock shipments, delay notification must be sent to Samsung if shipment is not tracking to show on-time delivery.
  - d. POD must be received by Broker/SAMSUNG within ten (10) business days.
  - e. A dedicated contact must be provided. If contacts are different for after-hours, weekend, and holiday.
  - f. Contact must be able to provide track and trace updates and trigger IOD
9. General Security
- a. Security Requirements
    - i. Carrier shall be a member of the Customs and Border Protection's C-TPAT program for cross border shipments.

**POD's**

- needs to provide IOD & POD to Broker within 24 hrs.

**Carrier shall not:**

- sell, dispose or remove the Products except on the written instructions of SDS
- alter, obscure, remove, conceal or otherwise interfere with any markings or other indications (including, without limitation, of the source of origin) which may be affixed by SDS on the Products

**Carrier shall:**

- Use all commercially reasonable means necessary both physical and electronic, including but not limited to access control, encryption, backup, etc., to ensure the confidentiality, safety and security of the Products and the SDS Confidential Information. In the event of any known or potential security breach, either physical or electronic, Carrier shall immediately notify Broker who will notify SDS and shall fully cooperate with SDS on remedial action at Carrier's cost;
- Count the shipping units (e.g. cartons, packages, cartons and packages on pallets) and sign the BOL as a receipt and, in such cases, no BOL shall be annotated with the following: "Shippers Load and Count," "SLC," "Said to contain," "STC" or other words or notations of like effect when Carrier has been the party to count the shipping units. Any such annotation when Carrier has been the party to count the shipping units shall be deemed null and void and not binding on SDS, unless otherwise agreed to by an authorized SDS representative.
- Provide IOD & POD to SDS within 24 hrs. from completion of delivery.

**1. SECURITY AND SAFETY**

1.1 Carrier shall maintain a reasonable level of Security system, complying with predetermined routes and schedule, and shall provide the following types of security protection while transporting the Products

- 1.1.1 All Products should be transported by the solid top and hard-sided vehicle.
- 1.1.2 After stuffing, the locks & seals should be used on all vehicles.
- 1.1.3 Emergency panic button should be installed on vehicles.
- 1.1.4 Carrier shall equip vehicles or trailers with a tracking system through which Carrier's transportation process can be monitored.
- 1.1.5 The armed guard should escort for the transportation of high value Products upon the SDS' request.
- 1.1.6 The two drivers should be assigned to the transportation of high value Products.
- 1.1.7 In case of high value Products Carrier and SDS agree on, Escort vehicles shall be used to transport the Products. If legally permitted, the escort vehicles shall be equipped with weapons. If necessary, SDS may request Carrier to prepare additional Security measures/protection.
- 1.1.8 Portable fire extinguishers should be equipped on the vehicle in good condition.

1.2 Carrier shall provide the following types of security protection for the Products stored in the warehouse. All kinds of management and storage processes including loading shall be controlled in this environment:

- 1.2.1 All doors shall be contact alarmed. Any door not needed to be used during business hours shall be alarmed twenty-four (24) hours a day.
- 1.2.2 All interior areas shall have motion alarms installed.
- 1.2.3 Sensor shall be installed on all windows to detect the breakage of any glass.
- 1.2.4 Fixed interior cameras shall be used to monitor all entrance and exit points.
- 1.2.5 At least one camera monitor shall be provided and video recording shall be conducted twenty-four (24) hours a day. The tapes shall be retained for six (6) months after recording.
- 1.2.6 Background checks shall be done on all employees and the results of such checks shall be recorded confidentially in each employee's personnel records.
- 1.2.7 Proper Security measures shall include access Security, electronic intrusion detection system, 24 hour-CCTV and monitoring system, fire detection and suppression system, and a Security system for freight-handling facilities.
- 1.2.8 If necessary, Security measures shall be added or deleted through discussions between SDS and

Carrier.

1.3 Security auditing

- 1.3.1 Carrier shall designate a Security officer, which shall be notified to SDS. The officer shall conduct risk assessment and internal auditing for Carriers upon request, and if necessary, share the auditing information with Broker and SDS.
  - 1.3.2 SDS may audit Carrier's Security facilities and operation for SDS product storage location, visitor & access management, loading/unloading facilities, transportation vehicles/containers, Security operation procedures, and Security information system.
  - 1.3.3 After the auditing, SDS shall send to Carrier items for corrective actions. In response, Carrier shall solve problems of related items, in the same way as corrective action plans. If the problems are not properly solved, additional auditing can be planned and conducted. Carrier shall bear any costs related to loss or damage incurred because the problems are not remedied before an agreed deadline.
  - 1.3.4 If at any point in time, Carriers are dealing with customs and/or border patrol/cross borders when transporting SDS products, then Carrier shall commit to C-TPAT security requirements and meet the current C-TPAT requirements as established by the United States Customs and Border Patrol. Under no circumstances is SDS liable for any expenses or additional fees for time lost by Carrier in obtaining entry and exit clearances. Carrier is responsible for any costs related to loss for noncompliance, and/or for any claims made for any delays, losses, damages, expenses or penalties arising from the C-TPAT security requirements.
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Drivers must have a minimum of 90 days operational experience.

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Carrier shall:

- (a) report its logistics performance and results, including but not limited to the tracking information with respect to overall shipments processes (normal delivery, returns, etc.), as well as issues relevant to Services, in such format, and at such intervals as required by SDS. In case of any irregular situations such as the delay of shipment, the relevant pre-alert notice shall be provided by Carrier to Broker;
- (b) immediately investigate related causes and effect under its control, at least no later than twenty-four (24) hours after occurrence of theft, loss, and product damage (in the process of transportation, delivery, and storage);
- (c) establish and implement reasonable cost saving strategies and provide to Broker/SDS updates of such strategies and tasks on every four (4) month period basis;
- (d) provide suitably skilled personnel to perform the Services as required. SDS shall have the right to require Carrier and at Carrier's sole cost and expense, to replace any of the Carrier personnel with a suitable replacement if, in the sole reasonable opinion of SDS, the personnel is unable to provide the Services at a level satisfactory to SDS.
- (e) at its own cost establish and maintain a logistics-related interface system in accordance with Broker/SDS' requirements to provide tracking information, including IOD (e-POD) and the status of Service, and promptly execute all delivery orders issued by Broker/SDS and provide logistics cost billing through EDI. Carrier shall not knowingly provide a false IOD (i.e., prior to completion of the Products delivery). Carrier shall make the best efforts to stabilize and optimize the logistics-related IT infrastructure and interface system in terms of shipment visibility and performance management;
- (f) use all commercially reasonable means necessary both physical and electronic, including but not limited to access control, encryption, backup, etc., to ensure the confidentiality, safety and security of the Products and the SDS Confidential Information. In the event of any known or potential security breach, either physical or electronic, Carrier shall, and shall immediately notify Broker/SDS and shall fully cooperate with Broker/SDS on remedial action at Carriers' cost. The obligations of Carrier under this section shall apply to both SDS Confidential Information and the Products;
- (g) agree, that unless Carrier is tendered a sealed and loaded trailer or is otherwise unable to inspect, Carrier shall count the shipping units (e.g. cartons, packages, cartons and packages on pallets) and sign the BOL

as a receipt and, in such cases, no BOL shall be annotated with the following: "Shippers Load and Count," "SLC," "Said to contain," "STC" or other words or notations of like effect when Carrier or agent has been the party to count the shipping units. Any such annotation when Carrier or agent has been the party to count the shipping units shall be deemed null and void and not binding on SDS, unless otherwise agreed to in writing by an authorized Broker/SDS representative;

- (h) to comply with the vendor requirements.
  - (i) **Destination Change.** Carrier shall agree to not change final destination without the express written consent from Broker/SDS. In such an event, Carrier shall be liable to SDS for any and all cargo damages incurred as a result of the destination change, including but not limited to the cost of replacing lost or damaged freight, and any additional expenses incurred in recovering freight.
  - (j) **No Double Brokering by Carrier.** Carrier shall not re-broker or co-broker, or assign its loads to other carriers when providing the Service.
  - (k) shall not, and shall not permit any other person to, alter, obscure, remove, conceal or otherwise interfere with any markings or other indications (including, without limitation, those of the source of origin) which may be affixed on the Products.
  - (l) Carrier shall not have any exchanges, requests, or booking that are initiated with "Public Load Boards"
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#### **LIABILITY AND INDEMNIFICATION**

***\*\*"IOD (e-POD)" shall mean the data of POD Information provided in an interface between SDS and LSP upon completion of the Products delivery.\*\****

- 1.1 In the case where Broker/SDS becomes aware of IOD having been furnished prior to completion of the Product delivery or untruthful otherwise, and SDS or its customer consequently incurred damages attributable to the false IOD, Carrier shall indemnify SDS an amount equal to the sales invoice value of the Product in connection with the subject IOD as liquidated damages (the "Liquidated Damages"). Carrier agrees that the Liquidated Damages constitute compensation, and not a penalty. Carrier acknowledges and agree that SDS or its customer's harm caused by Carrier's breach would be impossible to accurately estimate, and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from said breach.
  - 1.2 In the case where SDS' customer claims non-delivery of the Products for which BOL is issued and hardcopy POD is requested in respect of that customer's delivery, but Carrier is unable to furnish the POD within seven (7) calendar days from the date of SDS' request for POD, then the Product shall be deemed to be lost in transit and Carrier shall within thirty (30) days from the date of SDS' request, reimburse SDS.
  - 1.3 In the case of carton damage caused by any act, omission, direct fault, negligence or lack of due diligence by Carrier, Carrier shall immediately notify Broker/SDS and Carrier shall reimburse SDS for the cost of replacement cartons and related re-boxing labor cost.
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#### **RECORD**

Carrier shall maintain all records related to operation, responsibility, inventory, and performance in respect of the Services. Such records shall be managed in an appropriate manner and shall be always available upon a reasonable request during normal business hours. Carrier shall keep all records related to delivery, receipt, and Products for at least six (6) years or for the longer term only if applicable laws and regulations otherwise require.

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## Driver Brief

### **Driver Security Briefing (Warehouse Copy)**

- I have the Samsung Global Security Operations Center (GSOC) contact information card
- I will allow Security to verify both my seal and paperwork before departing
- I know to call the Samsung Global Security Operations Center (GSOC) when departing from Origin
- I know not to stop within 200 miles of origin unless it's an emergency
- I know to call the GSOC when stopping for more than 2 hours for any reason (break, refuel, or sleep)
- I know to call the GSOC once I have arrive at the destination and the seal is broken and load is accepted
- I know to call the GSOC when suspicious activity is detected
- I know to call the GSOC if there is a mechanical problem with the tractor/trailer
- I know to call the GSOC if I/WE are being followed by a suspicious vehicle
- I know that I or my dispatch must be reachable by the GSOC at all times
- I know to call the GSOC if the load is stolen
- I have \_\_\_\_ hours available driving time remaining
- I know to contact the GSOC if the Load is handed off to another driver\*

I have been briefed on the Samsung Shipment Security Program expectations set by the client and have read and agree to all of the information above.

Driver 1 Name (Please Print): \_\_\_\_\_

Driver Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Driver 1 Name (Please Print):

Driver Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Company Security/ Logistics Representative (Print):

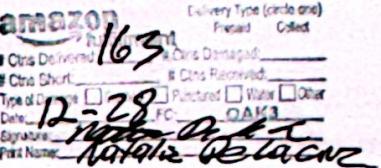
Company Security/ Logistics Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Shipment Number: \_\_\_\_\_

Origin: \_\_\_\_\_ Destination: \_\_\_\_\_

**SAMSUNG GSOC: 972-761-7355**

**BILL OF LADING**

SHIP FROM  SAMSUNG ELECTRONICS AMERICA c/o Ontario W/H 5750 EAST FRANCIS STREET Ontario CA 91761 US Tel.		Bill of Lading: 17747254  FA  FTL - Spot												
SHIP TO  AMAZON OAK3  255 Park Center Drive PATTERSON CA 95363-8876 US Tel. 000-000-0000		CARRIER : COYOTE LOGISTICS LLC Trailer number: W91200 / Size: SEA_53FT Seal number(s): 10031640/2352426 BK/Appt.: #399451603  												
FREIGHT CHARGES BILL TO  Samsung SDS GSCL America, Inc 3033 W. President George Bush Hwy STE 250 Plano TX 75075  *Must be delivered on <u>12/28</u>		Pro number: 17747254 SCAC: CLLQ Freight Charge Terms: (Freight Prepaid & Allowed) Prepaid (X) Collect ( ) 3rdParty ( )  <input type="checkbox"/> (Check box) Master Bill of Lading: with attached underlying Bills of Lading												
FOR GENERAL ISSUES, EMAIL SEA-100@SEA.SAMSUNG.COM / FOR OS&D, CONTACT (909)216-5041 / (909)216-5026 / EMAIL ROSA.CHAVIRA@FRONTIER-LOGISTICS.COM, ISAAC.LEE@FRONTIER-LOGISTICS.COM  SPECIAL INSTRUCTIONS: Total pallet Qty( 8 ); P4840G(8) Appt. Date / Time: 12/28/2024 / 10:00:00 Shipment must be routed thru customer website / Must deliver within RDD window Do not ship via Holland Freight / All product must be palletized Stamp is required to be a valid POD.  Freight Inspected, good condition  Driver Initials: <u>D</u> Customer Initials: <u>D</u>		RECEIVING STAMP AREA  												
CUSTOMER ORDER INFORMATION														
CUSTOMER		HANDLING	#PKGS	WEIGHT	ADDITIONAL SHIPPER INFO									
ORDER NUMBER		QTY	TYPE	(PCS)	(LB)	DO#	ITM#	LINEAR	CUST.MODEL(MODEL)	DEPT.				
See Attached Bill of Lading Supplement														
GRAND TOTAL		163		163	2,259.000			12.568						
CARRIER INFORMATION														
HANDLING	PACKAGE		WEIGHT		COMMODITY DESCRIPTION					LTL ONLY				
QTY	TYPE	QTY	TYPE	(LB)	Commodities requiring special or additional care or attention in handling or stowing must be so marked and package as to ensure safe transportation with ordinary care. See Section 2(e) of NMFC item 560					NMFC#	CLASS	FAK		
See Attached Bill of Lading Supplement														
163	163			2,259.000	GRAND TOTAL									
Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____.														
NOTE Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. § 14706(c)(1)(A) and (B).														
RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations					The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. NOTE : This package serves as product display or sales purposes. Any damage to this package, including cosmetic damage, will result in a claim from Samsung Electronics Inc.									
SHIPPER SIGNATURE / DATE  This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the U.S. DOT. Shipper Signature: <u>J. S. 12/27/2024</u>					Trailer Loaded: Freight Counted: [X] By Shipper [X] By Driver [ ] By Driver <u>D</u> By Driver/Pieces			CTN.Count:	CARRIER SIGNATURE / PICKUP DATE Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the U.S. DOT emergency response guidebook or equivalent documentation in the vehicle. Property described above is received in good order, except as					
					Receiver Signature Date			163 <u>18</u>	Carrier <u>J. S.</u> Signature Date 12/27/2024					
- ORIGINAL COPY -											Liability : Tier 1 Volume : 322.192 FT3			

# **B/L SUPPLEMENT**

Page: 2 of 3

**Bill of Lading Number :17747254**

## **CUSTOMER ORDER INFORMATION frame 0**

- ORIGINAL COPY -

## **B/L SUPPLEMENT**

Page: 3 of 3

**Bill of Lading Number :17747254**

## **CARRIER INFORMATION**

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