



Rate Confirmation Load 29728678

Send invoices to:
CarrierInvoices@coyote.com
960 Northpoint Parkway
Suite 150
Alpharetta, GA 30005

877-6COYOTE
(877-626-9683)

Cust Requirements

Equipment	Van, 53'
Pre Cooled Temp	None
Load Temp	None
Tarps	Undefined
Value	\$100,000

Booked By

Danny Matkovic
Dan.Matkovic@coyote.com
Phone: +1 (773) 365 6256
x6256
Fax: +1 (773) 365 4256



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Load Requirements

Tech Tracking Required Seal All Pages Of POD Required No Subcontracting

Equipment Requirements

2 Load Bars 2 Load Straps No Lift Gate

Notes

All Van/Container loads MUST be sealed at origin either by shipper or driver with a seal number noted on bill of lading. The driver is responsible for re-sealing the trailer after each pickup/drop on a multi-stop shipment. In the event a shipment that was sealed at origin or after each additional pickup/drop arrives at the destination with a tampered seal or without the seal intact then (i) the Carrier shall be liable for any shortage or damage claims with respect to such shipment and (ii) the shipper shall have the right, in its sole discretion, to deem the entire shipment damaged, adulterated/contaminated and unsalvageable, without the need for any inspection and the Carrier shall be liable for the full value of the shipment. Carrier is required to weigh shipment within 50 miles of departing each shipper. If carrier fails to weigh shipment within 50 miles of departing each shipper, any citations/expenses incurred due to the equipment and/or shipment weight will be the carrier's sole responsibility. Carrier must meet and comply to shipper requirements at the facility. All drivers must wear masks or facial coverings to the extent required by laws or facilities. **Carrier must be in full compliance with the Food Safety Modernization Act (FSMA), if applicable. By accepting the shipment, Carrier agrees that the driver has consented to receiving text messages and/or phone calls from or on behalf of Coyote.**

Approval for payment of detention is contingent upon the following eligibility requirements:

- 1) Carrier must report facility departure time and total detention hours within 24 hours of shipment delivery at the final facility.
- 2) Carrier must provide proof of the on time arrival and departure times in the form of a BOL or other shipping document with arrival and departure times notated by facility within 24 hours of shipment delivery at final facility.

Route Directions

Carrier acknowledges that any routing instructions from the shipper herein are being provided for convenience only, and the Carrier may choose the route.

Signature Line

By signing below, GTT Freight Corp agrees to the terms and conditions set forth below and provided herewith, if any.



Rate Confirmation

Load 29728678

Stop 1: Pick Up

Pick Up	400859479; 1;	Appointment Scheduled For	Facility Notes
Numbers	0751116431; 081123-	Thu 08/17/2023	Please contact the site to schedule all bulk deliveries via phone or email Shannon Crawford 407 847 4161 ext 4110sales lynchoil com GPS Tracking Required
pkg;	0285283983;	at 08:40	Driver must be able to scale 45,000 lbs!
	0107012435		**Driver must verify with shipper that load is secure before leaving facility***
Confirmation Numbers	None	Driver Work	***Detention must be reported 30 min prior to start or will not be paid*** All
Facility	US4639 Atlanta 3P LubWrhs	No Touch	accessorials must be submitted within 24 hours of the delivery date. Signed bills with in/out times must be submitted to Coyote within 24 hours for reimbursement.
Address	2420 OLD COVINGTON HWY SW Conyers, GA 30012-4959	SLIC	**2 LOAD LOCKS OR STRAPS REQUIRED
Contact	None	N/A	
Phone	+1 (777) 777 7777		

Stop 1 Requirements

CDL – Hardcopy Hard Hat Safety Glasses Long Pants Steel Toe Shoes Safety Vest No Animals

Commodity	Load On	Exp Wt	Pieces
Misc.	Pallets	32,057 Lbs	23

Stop 2: Delivery

Delivery 2	0751116431; 081123-	Appointment Scheduled For	Facility Notes
Numbers	0285283983	Fri 08/18/2023	Please contact the site to schedule all bulk deliveries via phone or email Shannon Crawford 407 847 4161 ext 4110sales lynchoil com
Confirmation Numbers	None	at 08:30	Driver must be able to scale 45,000 lbs!
Facility	Lynch Oil Co	Driver Work	***Detention must be reported 30 min prior to start or will not be paid*** All
Address	1244 E CARROLL ST Kissimmee, FL 34744	No Touch	accessorials must be submitted within 24 hours of the delivery date. Signed bills with in/out times must be submitted to Coyote within 24 hours for reimbursement.
Contact	None	SLIC	
Phone	+1 (000) 000 0000	N/A	

Stop 2 Requirements

CDL – Hardcopy Hard Hat Safety Glasses Long Pants Steel Toe Shoes Safety Vest No Animals

Paperwork Required Within 24 Hours

Commodity	Load On	Exp Wt	Pieces
Misc.	Pallets	32,057 Lbs	23



Rate Confirmation

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Charges

Description	Units	Per	Amount
Flat Rate	1.00	\$1,039.220	\$1,039.22
Fuel Surcharge	442.00	\$0.590	\$260.78
Total			USD \$1,300.00

Contact

Send invoices to:
**960 Northpoint Parkway
Suite 150
Alpharetta, GA 30005**

Please contact Coyote
at 877-626-9683 if the
charges are incorrect.

Agreement

Carrier GTT Freight Corp
USDOT 3723304
Phone None
Email martinez1.gtt@gmail.com
Fax None

Broker Coyote Logistics, LLC
Rep Danny Matkovic
Title Manager
Phone +1 (773) 365 6256 x6256
Fax +1 (773) 365 4256
Date 08/16/2023 11:08

By signing below, GTT Freight Corp agrees to the terms and conditions set forth below and provided herewith, if any.

Name and Title (Print)

Signature

Date

PLEASE SIGN THIS AGREEMENT AND EMAIL TO Dan.Matkovic@coyote.com

Coyote Logistics, LLC is an Equal Opportunity Employer



Rate Confirmation

Load 29728678

Terms and Conditions

The Broker-Carrier Agreement or Carrier Agreement (in each case, the "Agreement") between Coyote Logistics, LLC, a Licensed Property Broker - USDOT # 2236410, and GTT Freight Corp is amended by the verbal agreement between Danny Matkovic of Coyote Logistics, LLC hereafter referred to as BROKER, and Salomw Martinez of GTT Freight Corp hereafter referred to as CARRIER, dated 08/16/2023.

This confirmation is subject to the terms of the Agreement and this document constitutes an amendment thereto. If the CARRIER has not signed the Agreement, then the rate shown above is the agreed individually negotiated rate and no other rate shall apply including any carrier tariff rate or terms.

THIS LOAD SHALL NOT BE DOUBLE BROKERED. No additional charges not listed above may be added by the CARRIER. Any additional charges must appear on a revised confirmation sheet signed by the BROKER. CARRIER must include signed copy of the shipper's bill of lading and any other proof of delivery with invoice to BROKER. Rates, except as specifically designated above, are inclusive of any fuel surcharge. CARRIER certifies that it is in compliance with all requirements of the California Air Resources Board (CARB) that are applicable to the scope of CARRIER's operations, including, but not limited to: Statewide Truck and Bus Regulations, Transport Refrigeration Unit (TRU) Regulations, Tractor-Trailer Greenhouse (GHG) Gas Regulations, and Drayage Truck Regulations. CARRIER also warrants that it is in compliance with any comparable requirements of the Environmental Protection Agency (EPA) and other states, where applicable. CARRIER shall be responsible for any fines imposed on BROKER and/or shipper resulting from noncompliance.

CARRIER hereby confirms that it maintains applicable and valid insurance without exclusions that would prevent coverage for the items listed above. CARRIER has at least \$100,000.00 in cargo insurance and \$1,000,000.00 in automobile liability coverage. CARRIER further confirms that in transporting the shipment described hereinabove, it will comply with all U.S. DOT and FDA regulations applicable to its operations while transporting said shipment, including, but not limited to drivers' hours of service, and the Food Safety Modernization Act (FSMA), if applicable. CARRIER agrees to the attached requirements from the shipper, if any.

ALL LOADS ARE SUBJECT TO ELECTRONIC TRACKING

By accepting this shipment, CARRIER agrees that it has obtained a written agreement from each driver transporting a shipment tendered by BROKER to CARRIER pursuant to the Agreement in which each driver provides all necessary consents to (i) receiving text messages and/or phone calls from or on behalf of BROKER and (ii) allowing BROKER or its vendor to track such driver's location while transporting such shipment. CARRIER shall comply with all applicable laws relating to the collection, use, storage, retention, disclosure, and disposal of any information CARRIER provides to BROKER, including information regarding the drivers transporting shipments. CARRIER shall indemnify, defend, and hold BROKER and its affiliates harmless from and against any and all claims, damages, liabilities, losses, actions and expenses (including attorneys' fees) arising out of or in connection with CARRIER's breach of this Section. This Section shall survive the expiration or termination of the Agreement between BROKER and CARRIER.

Operating Parameters
Shell Petroleum Inc. (Penske Logistics)
Pennzoil-Quaker State Company
(“Company”; “Company Group”; “Penske Group”)

CARRIER shall adhere to the following customer requirements:

CARRIER to acknowledge that COMPANY GROUP and PENSKE GROUP shall be express third party beneficiaries of all commitments, representations, promises, covenants, indemnities and obligations of CARRIER in the BROKER-CARRIER AGREEMENT and COMPANY or PENSKE shall have the right to present claims arising from such commitments directly to CARRIER as though CARRIER had made such commitments directly to COMPANY and PENSKE.

COMPLIANCE WITH LAW, BUSINESS PRINCIPLES, AND HSSE STANDARDS

CARRIER shall agree in writing, to take notice of the Shell General Business Principles, available at www.shell.com/sgbp, and the Shell Supplier Principles available at www.shell.com/suppliers. CARRIER shall agree in writing, that it and each member of CARRIER GROUP, as applicable, will adhere to the principles contained in the Shell General Business Principles and Shell Supplier Principles in all its dealings with or on behalf of COMPANY.

CARRIER shall represent in writing, that: (i) the BROKER-CARRIER AGREEMENT and related matters it is knowledgeable about ANTI-BRIBERY LAWS and will comply with those laws; and (ii) CARRIER GROUP, as applicable, has not made, offered, authorized, or accepted, and will not make, offer, authorize, or accept, any payment, gift, promise, or other advantage, whether directly or through any other PERSON, to or for the use or benefit of any government official or any other PERSON where that payment, gift, promise, or other advantage would comprise a facilitation payment; or violate the relevant ANTI-BRIBERY LAWS. CARRIER will immediately notify PENSKE and COMPANY if CARRIER receives or becomes aware of any request from a government official or any other PERSON that is prohibited by these provisions. CARRIER will ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged. CARRIER shall agree in writing that it will, INDEMNIFY PENSKE GROUP and COMPANY GROUP for any LIABILITIES arising out of its breach of ANTI-BRIBERY LAWS or any related undertakings under this Article.

CARRIER to represent in writing, that it is knowledgeable about, will keep up to date with, and will ensure that it complies with, all applicable TRADE CONTROL LAWS. CARRIER agrees in writing that it will ensure, that its personnel with access to COMPANY GROUP WORKSITES are not RESTRICTED PARTIES. Unless otherwise agreed to by the parties, CARRIER is responsible for obtaining any required government authorizations, including, but not limited to, export licenses or exemption authorizations applicable to the supply of the SCOPE.

CARRIER shall take notice of COMPANY’s HSSE principle of Goal Zero and Shell’s “Life Saving Rules”, available at <http://www.shell.com/lifesavingrules>; and will comply with these and other applicable HSSE STANDARDS when on COMPANY premises.

CONFIDENTIALITY

- (a) CARRIER shall agree in writing that it will not, disclose or permit a disclosure to a third party of COMPANY’s or its customer’s CONFIDENTIAL INFORMATION without the prior written consent of COMPANY and will use CONFIDENTIAL INFORMATION only in connection with their performance.
 - (b) On PENSKE’s or COMPANY’s request, CARRIER will return promptly any CONFIDENTIAL INFORMATION and delete it from electronic storage, and delete or destroy all extracts or analyses that reflect any CONFIDENTIAL INFORMATION.
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AUDIT

- (a) PENSKE and COMPANY will have the right to audit the performance of any other of CARRIER’s obligations, the BROKER-CARRIER AGREEMENT, or this SIDE LETTER, including compliance with ANTI-BRIBERY LAWS, where capable of being verified by audit.
- (b) CARRIER agrees that it will, keep books and records available for audit for the longer of the following periods: (i) five years following termination of services or any longer period as required by APPLICABLE

- LAWS; or (ii) two years after the period expires on any obligation of CARRIER to refund, repair, replace, or re-perform any SCOPE (including correction of defects).
- (c) CARRIER shall agree in writing that it will, keep books and records relating to compliance with ANTI-BRIBERY LAWS available for audit for the period prescribed.
-

Dispute Resolution

- a) Any dispute or claim, arising out of or in connection with the Services provided to COMPANY, whether in tort, contract, under statute, or otherwise, including any question regarding its existence, validity, interpretation, breach, or termination, and including any non-contractual claim, will be finally and exclusively resolved by arbitration under the International Centre for Dispute Resolution ("ICDR") International Dispute Resolution Procedures (the "RULES").
- b) The arbitral tribunal, to be appointed in accordance with the RULES, will consist of one arbitrator.
- c) However, if either party asserts the amount in controversy exceeds USD \$5 million, then the tribunal will consist of three arbitrators.
- d) The seat of the arbitration will be Houston, Texas, USA.
- e) The language of the arbitration will be English.
- f) The International Bar Association (IBA) Rules on the Taking of Evidence in International Arbitration will apply to the arbitration.
- g) Each party waives, to the fullest extent permitted by law, any right under the laws of any jurisdiction: (i) to apply to any court or other judicial authority to determine any preliminary point of law; and (ii) to appeal or otherwise challenge the award, other than on the same grounds on which recognition and enforcement of an award may be refused under Article V of the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 ("The New York Convention").

Nothing in this Article will be construed as preventing any party from seeking conservatory or similar interim relief from any court with competent jurisdiction. Any award rendered by the arbitral tribunal will be made in writing and will be final and binding on the parties. The parties will carry out the award without delay. Judgment upon any award or order may be entered in any court having jurisdiction. All aspects of the arbitration will be considered confidential.

- 1. Packed Carrier Requirements: The following COMPANY requirements apply to packed product road transport contracts for any period where the vehicle or driver is not dedicated to the Company; or packed product road transport contracts covering single mode freight forwarding (3PL/4PL/brokers/lead logistics providers); or multimodal/intermodal road transport of packed products where the primary contract is with a road transport contractor; or packed product road transportation where the Company load is carried with loads from other customers or shippers (co-loaded). BROKER shall contractually require any such CARRIER to agree in writing that it will comply with the following requirements:**

- (a) CARRIER shall have a process in place to verify that all transport of COMPANY products is managed in line with the COMPANY's requirements listed below or legal requirements.
- (b) CARRIER shall have a policy in place to hire drivers of Heavy Goods Vehicle to be at least 21 years old and have a driving licence valid for the location, type of vehicle and, where applicable, the product.
- (c) CARRIER shall have a policy in place to prohibit drivers from interacting with mobile devices while driving (such as texting/talking/streaming/web surfing), such to significantly reduce the risk of incidents resulting from distracted driving caused by such use
- (d) CARRIER shall have a policy in place managing drivers not to operate a vehicle while under the influence of alcohol, drugs, narcotics or medication that could impair driving ability.
- (e) CARRIER shall have a policy requiring use of three-point seatbelts at all times
- (f) CARRIERs shall have a policy requiring drivers to comply with the local legislative duty, driving and rest hours.
- (g) CARRIER shall have a policy in place prohibiting the carriage of unauthorised passengers in the vehicle.
- (h) Drivers shall carry all the documentation required for hazardous loads.
- (i) CARRIER shall provide vehicles that:
 - (i) meet local legislation;
 - (ii) include three-point seatbelts; and

- (iii) are fit for purpose based on an assessment of usage.
 - (j) CARRIER shall have processes to maintain vehicles in safe working order in line with manufacturers' specifications and local legislative requirements
 - (k) CARRIER shall have a policy to require drivers to apply controls to make sure that the vehicle is safe to load or unload, and that the load and vehicle are stable.
 - (l) CARRIER shall have a policy in place requiring drivers drive with lights on during daytime while on COMPANY business, except where prohibited by law.
 - (m) CARRIER shall have an induction training programme in place which includes basics of defensive driving, and in case of transportation of Dangerous Goods, product knowledge and product handling.
 - (n) CARRIERS shall have policy to ensure drivers plan the appropriate route for vehicle type and load type.
 - (o) CARRIER shall have a process in place to confirm compliance of sub-contractors with the same requirements applicable to the contractor.
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CARRIER PERSONNEL in Connection with SERVICES

Carrier will perform at its own expense security background checks and obtain entry credentials for Carrier Personnel.

SERVICES at COMPANY GROUP WORKSITES

When performing SERVICES at COMPANY GROUP WORKSITES, CARRIER will:

- (i) maintain areas where SERVICES are performed in a safe and reasonably clean condition at all times;
- (ii) avoid unreasonably interfering with the operations of COMPANY GROUP, OTHER CARRIERS, and third parties;
- (iii) cooperate with OTHER CARRIERS and permit them reasonable access to areas where SERVICES are performed; and
- (iv) properly remove and dispose of all waste and debris related to SERVICES in accordance with APPLICABLE LAWS and HSSE STANDARDS

LIABILITIES for Pollution

- (a) CARRIER will INDEMNIFY COMPANY GROUP for LIABILITIES related to pollution or contamination emanating from:
 - (i) premises of and property owned by CARRIER GROUP, including CARRIER EQUIPMENT;
 - (ii) COMPANY PROVIDED ITEMS while in CARRIER GROUP's care, custody, or control; and
 - (iii) property for which the CARRIER GROUP has the risk of loss.

APPLICABLE LAWS

CARRIER and COMPANY will comply with the US Occupational Safety and Health Administration ("OSHA") Hazard Communication Standard ("HCS") - 29 CFR 1910.1200 (and any state OSHA Standard) in connection with the supply or use of hazardous chemicals, as applicable. Material Safety Data Sheets ("MSDS" or now called "Safety Data Sheets" or "SDS") provided in connection with those requirements will be current, in English, and otherwise meet the requirements of the HCS.

If SERVICES provided involve the performance of SCOPE for agencies of the government of the United States, or contracts for supply which are funded in part or in whole by US government agencies, therefore:

- (i) In all cases where applicable, CARRIER GROUP will abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), and 60-741.5(a). Those regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, those regulations require that, where applicable, members of CARRIER GROUP take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability.
- (ii) In all cases where applicable, CARRIER GROUP will comply with the Trafficking Victims Protection Act of 2000, Executive Order 13627 Strengthening Protections Against Trafficking in Persons in Federal Contracts, Federal Acquisition Regulation; Ending Trafficking in Persons and any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor.

- (iii) Where applicable, CARRIER confirms that it is and will remain in compliance with all ethics rules for US government CARRIERs, and executive orders, laws, and regulations pertaining to US government CARRIERs. CARRIER will notify COMPANY if a member of CARRIER GROUP is a former employee of a federal agency who is prohibited from receiving compensation under 41 U.S.C. § 2104.

To the extent that CARRIER, in its performance of SCOPE, enters onto COMPANY GROUP WORKSITES, the following requirements apply.

- (i) CARRIER is responsible for ensuring that all CARRIER PERSONNEL while on a COMPANY GROUP WORKSITE:
 - (A) do not use, possess or distribute or be impaired by alcoholic beverages or illicit/illegal drugs or misuse or distribute prescription drugs or drug paraphernalia; and
 - (B) do not carry onto the premises or possess weapons of any type, including firearms.
- (ii) CARRIER agrees that entry onto COMPANY GROUP WORKSITES constitutes consent for COMPANY GROUP and its authorised representatives to make announced or unannounced searches of persons, including periodic drug/alcohol testing, or property. Searches may occur on entering or while on those premises or at embarkation points such as heliports or maritime terminals. Unless otherwise agreed in writing by COMPANY, CARRIER will ban from COMPANY GROUP WORKSITES any CARRIER PERSONNEL who fail to cooperate with or test positive during searches or periodic drug/alcohol testing. CARRIER will communicate such policy and its substance abuse policy and/or DISA Consortium guidelines to all CARRIER PERSONNEL.
- (iii) CARRIER shall have in place at its own expense a substance abuse policy acceptable to COMPANY, meeting applicable STANDARDS OF PRACTICE. STANDARDS OF PRACTICE for a substance abuse policy include, at a minimum: (A) meeting DOT standards for regulated testing; (B) random, for cause, and follow-up testing; (C) fitness for duty standards, including medical clearance, applied prior to rehabilitated individuals returning to work (only if applicable per DISA); (D) monitoring of continued fitness of individuals permitted to return to work (only if applicable per DISA); and (E) supervisory training on random and for cause testing and stand down procedures.

33 CFR Parts 101-106, Maritime Security, 6 CFR Part 27, Chemical Facility Anti-Terrorism Standards (“CFATS”), 49 CFR Part 1520 (Protection of Sensitive Information), other APPLICABLE LAWS, or COMPANY GROUP requirements may apply to certain COMPANY GROUP facilities or operations. Where applicable because CARRIER will perform at least part of SCOPE at COMPANY GROUP WORKSITES, or will handle COMPANY GROUP’s products or materials, CARRIER will become informed of and comply, at its own expense, with these and similar requirements for (i) security; (ii) handling of sensitive security information; (iii) screening of individuals through the Department of Homeland Security database and other databases; (iv) advance provision for entry credentials; (v) security compliance training; (vi) conduct of required CARRIER PERSONNEL pre-assignment background investigations; and (vii) related matters; provided that (i) COMPANY provides CARRIER prior written notice that such laws or requirements apply and (ii) CARRIER shall not be required to provide SCOPE for such facilities or operations.

Business Principles

- (a) CARRIER acknowledges that it has actual knowledge of:
 - (i) the Shell General Business Principles, available at www.shell.com/sgbp, and the Shell Supplier Principles, available at www.shell.com/suppliers;
 - (ii) the Shell Code of Conduct, available at <http://www.shell.com/codeofconduct>; and
 - (iii) the Shell Global Helpline, available at <http://www.shell.com/globalhelpline>.
- (b) CARRIER agrees that CARRIER GROUP will adhere to and notify of violations of the principles contained in the Shell General Business Principles and Shell Supplier Principles (or where CARRIER has adopted equivalent principles, to those equivalent principles) in all its dealings with or on behalf of COMPANY.
- (c) If CARRIER GROUP supplies staff that work on behalf of COMPANY or represent COMPANY, CARRIER commits that the staff will behave in a manner that is consistent with the Shell Code of Conduct.

Anti-Bribery and Corruption

- (a) CARRIER represents that:
 - (i) it is knowledgeable about ANTI-CORRUPTION LAWS and will comply with those laws;
 - (ii) CARRIER GROUP has not made, offered, authorised, or accepted, and will not make, offer, authorise, or accept, any payment, gift, promise, or other advantage, whether directly or through any other PERSON, to or for the use or benefit of any GOVERNMENT OFFICIAL or any other PERSON where that payment,

gift, promise, or other advantage would: (A) comprise a facilitation payment; or (B) violate the relevant ANTI-CORRUPTION LAWS.

- (b) CARRIER will immediately notify Broker and COMPANY if CARRIER receives or becomes aware of any matter that is prohibited by the preceding paragraph.
- (c) CARRIER will maintain adequate internal controls and procedures to ensure compliance with ANTI-CORRUPTION LAWS, including the ability to demonstrate compliance through adequate and accurate recording of transactions in its BOOKS AND RECORDS.
- (d) COMPANY will have the right to confirm compliance with ANTI-CORRUPTION LAWS and record keeping by audit. CARRIER will keep BOOKS AND RECORDS available for audit for five years following succession of SERVICES.
- (e) CARRIER will INDEMNIFY COMPANY GROUP for any LIABILITIES arising out of CARRIER GROUP's breach of ANTI-CORRUPTION LAWS or any related undertakings under this Article.

Export and Trade Controls

- (a) CARRIER will comply with, all applicable TRADE CONTROL LAWS and provide COMPANY with necessary data to comply TRADE CONTROL LAWS.
- (b) CARRIER will ensure that, except with the prior written consent of COMPANY: (i) COMPANY PROVIDED ITEMS are not exported, provided, or made available to any RESTRICTED JURISDICTION or RESTRICTED PARTIES; (ii) CARRIER PERSONNEL with access to COMPANY GROUP's technical information, information technology resources (including COMPANY GROUP's infrastructure), or COMPANY GROUP WORKSITES, are not RESTRICTED PARTIES or nationals of a RESTRICTED JURISDICTION; and (iii) CARRIER will not utilise SUBCARRIERS that are RESTRICTED PARTIES.

Health, Safety, Security, and Environment ("HSSE")

- (a) In performing SCOPE at COMPANY GROUP WORKSITES, or other location if specified in the HSSE STANDARDS, CARRIER will, and will ensure that CARRIER GROUP will, at all times:
 - (i) pursue Shell's HSSE principle of Goal Zero;
 - (ii) comply with Shell's "Life Saving Rules", available at <http://www.shell.com/lifesavingrules>; and
 - (iii) comply with other applicable HSSE STANDARDS.
- (b) CARRIER will cause CARRIER PERSONNEL to take precautions necessary to comply with HSSE STANDARDS. COMPANY may require CARRIER to remove, at no additional cost to COMPANY, any CARRIER PERSONNEL from any COMPANY GROUP WORKSITE or from the performance of SCOPE, for violation, in the opinion of COMPANY, of HSSE STANDARDS. In such event, CARRIER will provide a suitable replacement for any such CARRIER PERSONNEL within a reasonable time and at no additional cost to COMPANY.
- (c) CARRIER is responsible for the adequacy, stability, and safety of all its operations and methods necessary for the performance of SCOPE at all WORKSITES, or other location if specified in the HSSE STANDARDS. CARRIER is solely responsible for determining the nature and scope of HSSE risks associated with the performance of SCOPE and for managing those risks.
- (d) Where performance of SCOPE requires HSSE accreditations, CARRIER will satisfy all requirements for the accreditation prior to commencement of performance and will keep its accreditations in good standing.

SCOPE DESCRIPTION

PACKED PRODUCTS ROAD TRANSPORT SPECIFICATION

- (a) CARRIER must have a process in place to verify that all transport of COMPANY products is managed in accordance with APPLICABLE LAW or COMPANY's requirements listed below, whichever is more stringent.
- (b) For all transportation involving a heavy goods vehicle, CARRIER must use only drivers who are at least 21-years-old, where permitted by law, and who have a driving licence valid for the location, type of vehicle and, where applicable, the product.
- (c) CARRIER must prohibit drivers from interacting with mobile devices while driving (such as texting, talking, streaming, or web-surfing), to significantly reduce the risk of incidents resulting from distracted driving caused by such use.
- (d) CARRIER must not permit drivers to operate a vehicle while under the influence of alcohol, drugs, narcotics, or medication that could impair driving ability.
- (e) CARRIER's shall have a policy requiring the use of three-point seatbelts at all times by drivers and passengers.

- (f) CARRIER's shall have a policy requiring drivers to comply with the local legislative duty, driving and rest hours. In the absence of local legislation, drivers shall comply with the following duty, driving, and rest hours.

	At any time (continuous)	Per day (24 hours)	Per 7 days
Max. driving hours	4.5	9 (extendable to 10 hours up to twice in 7 days)	56
Max. Duty Hours		12	72
Max. working week			6 consecutive days
Min. break	45 minutes per 12 hours (may be split into three 15-minute breaks)	11 consecutive hours (reducible to 9 hours up to three times in 7 days)	
Min. shift break	36 consecutive hours when changing shift		36 consecutive hours

- (g) CARRIER must not permit carriage of unauthorised passengers in the vehicle.
- (h) CARRIER must require that drivers carry all the documentation required for dangerous goods.
- (i) CARRIER's must provide vehicles that:
- (i) comply with APPLICABLE LAW;
 - (ii) include three-point seatbelts; and
 - (iii) are fit for purpose based on an assessment of usage.
- (j) CARRIER's must maintain vehicles in safe working order in line with manufacturers' specifications and APPLICABLE LAW.
- (k) CARRIER's must require drivers to apply controls to make sure that the vehicle is safe to load or unload and that the load and vehicle are stable.
- (l) CARRIER's must require drivers to drive with lights on during the daytime while on COMPANY business, except where prohibited by law.
- (m) CARRIER's must have an induction training programme in place which includes basics of defensive driving and, in case of transportation of dangerous goods, product knowledge and product handling.
- (n) CARRIERS's must ensure drivers plan the appropriate route for vehicle type and load type.
- (o) CARRIER must have a process in place to confirm compliance of SUBCARRIERS with the same requirements applicable to CARRIER.

Emergency Response

- (a) CARRIER must have the capability to respond to, or an agreement with an environmental emergency response CARRIER capable of responding to, any incident involving a release or potential release of petrochemical materials transported by CARRIER, or other environmental incidents in connection with the performance of SCOPE.
- (b) During transportation of petrochemical materials by CARRIER or performance of SCOPE, if any release or potential release of petrochemical materials, or other environmental incident involving the CARGO occurs, CARRIER will promptly commence and carry out any required clean-up or other action to remedy or mitigate the consequences of the release or incident and will pay all related costs. If the events mentioned in this paragraph occur, CARRIER will promptly notify all appropriate PERSONS, including those required by APPLICABLE LAW and by COMPANY. Such response activities are undertaken without prejudice to the rights of CARRIER or other PERSONS to claim reimbursement under liability allocations. CARRIER will dispose of any hazardous waste resulting from any response activity in accordance with APPLICABLE LAWS and according to a plan, which it will present to COMPANY upon request.
- (c) If CARRIER fails to promptly undertake response action as required under this sub-article, COMPANY may undertake any such action. In that case, CARRIER hereby agrees unconditionally to provide prompt reimbursement to COMPANY for the costs of any response activities undertaken by COMPANY, subject to its rights to claim final reimbursement as provided above.

- (d) COMPANY will make available to CARRIER Material Safety Data Sheets (MSDS) which includes the relevant HSSE information for the materials which are to be transported during the performance of the SCOPE. CARRIER shall be required to read the MSDS for the materials to be transported and implement appropriate policies and practices based on the materials. CARRIER will ensure that each vehicle carries the MSDS for the material it is transporting and will disseminate appropriate HSSE information to all individuals CARRIER foresees may be exposed to the materials during the performance of SCOPE.

Security and Facility Rules

- (a) CARRIER staff entering loading and unloading premises will comply with all facility rules, regulations and directions. Where special entry requirements and/or credentials issued by a government authority are required, CARRIER is responsible for obtaining them without cost to Company. The facility may deny entry without liability for attendant delay or for other reason where entry credentials are not in order.
- (b) Except where specifically authorized, the use, possession, or transportation of alcoholic beverages, firearms, live ammunition, explosives, or weapons inside any facility is prohibited. Except where not permitted by local law, persons controlling those premises are permitted to search the person, vehicle, and other property of individuals while on the premises.

SCOPE AND OPERATIONAL REQUIREMENTS

Type of CARGO

- The range of products involved comprises packed lubricating oils filled into different package sizes ranging from cases of quart bottles to 375 gallon Lubricant totes.
- All products are 'palletised'. Products are palletized.
- The goods are generally not hazardous goods, however a small number of products may be Transport Dangerous Goods (TDG) regulated (class 2 or 3). The haulier is responsible for handling and delivering classified goods in accordance with the applicable rules. Drivers handling these products must receive appropriate training. Shell has the right to ask for proof of compliance (i.e. Drivers certificates of training, regulation for transport of hazardous cargo /ADR regulation, fit for purpose equipment).
- The products become under the responsibility of the CARRIER once the driver has received the products and signed transport documents at loading point.
- For reference purposes, the Material Safety Data Sheets (MSDS) are available at our Shell Lubricants Data Centre online : <http://www.epc.shell.com/>

Loading

- (c) CARRIER shall require that its driver will be responsible for:
- (i) presenting the vehicle to the nominated loading site at the communicated date and time;
 - (ii) adhering to all site rules and regulations and having basic knowledge of local language or English;
 - (iii) collecting the load documentation prior to loading and providing proof of their authority to load to gain access to the site;
 - (iv) being present during loading and to check the integrity of the load including quality and quantity, unless alternative procedures are agreed;
 - (v) where standing trailer/container operations are used, checking the integrity and quality of the load, as well as the safety of the vehicle, before leaving the site;
 - (vi) confirming ACCEPTANCE of the load in full by signing required documentation; and
 - (vii) collecting the delivery paperwork after loading and prior to departure.
- (d) In respect of load protection and load securing, CARRIER shall use (Trailer) equipment that allows CARGO to be secured safely and firmly, without risk of damage for transportation and without additional charge to COMPANY, subject to the warehouse operator performing required additional process steps for load securing, e.g. putting corner protectors (or other load secure materials) provided by CARRIER. The specific regulations of the respective countries are to be followed, and where requested, additional COMPANY requirements.
- (e) In respect of stacking rules, all CARGO will be palletised. Stacking of pallets during transport is not allowed, except: (i) on drum pallets, we can stack pallets of drums, kegs, pails or cartons; (ii) on keg pallets (i.e. 55L drums), we can stack pallets of kegs, pails or cartons; and (iii) on an IBC, we can stack an IBC.

Deliveries

CARRIER shall require driver to:

- (i) perform the delivery by following the instructions on the delivery paperwork and all procedures for the safe delivery of CARGO.

- (ii) complete delivery documentation and data entry legibly and accurately recording the exact transaction that has taken place and obtain all necessary signatures on delivery and transportation documents, correctly noting any shortage of or damage to the CARGO occurring prior to or at time of delivery.
- (iii) ensure that all details required for delivery confirmation with applicable system that is in place are completed correctly and within the prescribed time-frame.
- (iv) communicate with the nominated COMPANY representative in accordance with agreed procedures.
- (v) any damages incurred in transit should be noted on the delivery note with associated reason for the damage.
- (vi) all damaged CARGO should be returned to COMPANY.
- (vii) a completed copy of the delivery paperwork must be left with the customer.
- (viii) empty packaging including pallets will be collected by CARRIER driver from customer's premises upon request by COMPANY. This will normally occur in conjunction with a delivery in which case no charge shall be made. CARRIER will inform COMPANY upfront if additional cost will apply.
- (ix) unload the quantity ordered from the vehicle; customers will be responsible for moving the CARGO to their storage area.

Delivery Documentation

- (a) Once the loaded quantity has been confirmed, the delivery documentation will be printed and given to the driver to accompany the CARGO to the end customer or placed on the pallet.
- (b) The following documentation will be provided by (or printed at) the warehouse provider at time of packed goods issue:
 - (i) delivery note (i.e. the Packing List);
 - (ii) CMR (where required by local or destination legislation);
 - (iii) CoA (Certificate of Analysis - if required for specific customers).
- (c) For every delivery, the customer will be provided with the delivery note to enable them to identify the specific CARGO delivered. This must be signed by the customer to confirm the exact quantity delivered. CARRIER will make sure the customer signs with a legible signature and will make sure to capture the name of the signing person in readable and in capital letters, as well as the customer's COMPANY stamp (where required by customer). Any exceptions between the loaded and delivered quantity must be written on the delivery note by the driver and signed by the customer. This will then be then considered as a Proof of Delivery (POD) and retained by CARRIER for physical or digital storage.

Failed deliveries, Redeliveries, and Returns

- (a) A failed delivery scenario is where the customer is unable to accept delivery of the full CARGO quantities on the packing list and the CARGO never leaves the vehicle and is always returned to the warehouse. In case of a failed delivery, CARRIER will give notice to Broker and customer and keep the goods to re-arrange from their own initiative a re-delivery within a maximum of three working days. CARRIER will also give notice to Broker and COMPANY to see any possibility to speed up this redelivery. CARRIER will report failed deliveries monthly with detailed cause (customer closed, wrong address, etc.) for Broker, COMPANY and CARRIER to investigate and decrease the number.
- (b) If a customer site is closed, CARRIER will contact Broker and COMPANY to obtain further delivery instructions. CARRIER will notify Broker and COMPANY, and a separate delivery run will be made. If a redelivery is due to CARRIER not complying with instructions sent by a warehouse operator or COMPANY, or delivering outside of standard opening hours, then COMPANY will not pay for the cost.
- (c) A return is when the product has been delivered to and accepted at the customer site and then subsequently the customer notifies COMPANY of their intention to return product.
- (d) The driver will present return delivery note to customer and collect only the goods on that delivery note (no other goods accepted). The driver and customer must both sign the return delivery note to confirm the returned products and associated quantities.
 - (i) For returns, CARRIER will only collect the product and the product quantity that is stated on the returns delivery note as per service order received from Broker and COMPANY.
 - (ii) Damaged goods will not be collected unless specifically requested by COMPANY. In case returned goods are found damaged and no specific request was made by COMPANY, CARRIER will be liable for any costs incurred.
- (e) Broker/CARRIER must book a time slot and advice the incoming returns (by e-mail or other systems as will be advised) as per agreed timeslot booking agreements with warehouse operator.

Delivery Confirmation and Completion

- (a) CARRIER must provide delivery confirmation at item level within 24 hours.
- (b) CARRIER must act on any issues preventing shipment completion, as reported by COMPANY as outstanding shipments. Detailed information about discrepancies for each delivery not positively confirmed should be available without manual intervention from COMPANY staff.
- (c) CARRIER will investigate and report any discrepancies in quantity, quality, or documentation to Broker and COMPANY before proceeding on another shipment and before the end of the shift.
- (d) If a vehicle will not return to the site where this process occurs within 24 hours (or other period if agreed), alternative arrangements must be made by CARRIER to ensure delivery confirmation within the system and paperwork must be returned to the loading site in the time-frame specified.
- (e) CARRIER shall make shipment documentation available to the Broker and COMPANY within 24 hours unless otherwise agreed. The cost of completing documentation including delivery confirmation and advising Broker and COMPANY of relevant information must be met by CARRIER. COMPANY reserves the right to disallow the driver/vehicle from loading the subsequent shipment if the correct documentation is not returned.
- (f) Physical shipment documentation paperwork must be kept in compliance with APPLICABLE LAWS and fiscal requirements, or 24 months, whichever is longer. Documents will be kept accessible in a manner prescribed by APPLICABLE LAWS for inspection by public authorities.

Pick-Up or Delivery at Premises other than COMPANY Premises

- (a) In addition to complying with COMPANY's rules for its premises, CARRIER shall ensure that drivers inform themselves and familiarise themselves with any rules applicable to entering or driving or operating on premises other than COMPANY's premises to pick up or deliver CARGO and will comply with such rules.
- (b) Where compliance with these rules would conflict with any requirements, and the rules are not country or industry standard rules in that jurisdiction, CARRIER and COMPANY will consult prior to delivery to such a site.
- (c) CARRIER will make reasonable endeavours to inform Broker and COMPANY where rules in effect at premises other than COMPANY's premises are not, in CARRIER's opinion industry standard or customary in the locale.

Vehicle Livery and Branding

Unless otherwise requested by COMPANY, CARRIER's vehicles operating must be in their own livery or in unbranded vehicles. CARRIER shall ensure that vehicle branding, and livery is maintained in a clean and presentable condition at all times and the quality and workmanship of branding and livery meet COMPANY's requirements.

PERFORMANCE MANAGEMENT

SUSTAINABILITY

- (a) CARRIER's Obligation for a Sustainability Programme. CARRIER will ensure it maintains a programme that supports COMPANY's sustainability objectives, including but not limited to a reduction in CO2 intensity. At COMPANY's request, and without limiting CARRIER's obligations, CARRIER will provide to COMPANY information documenting CARRIER's Sustainability Programme for review by COMPANY.
- (b) CARRIER will track quarterly the total mileage & the average fuel consumption on Shell business, as well as report the associated CO2 emissions. This data will be required by Shell for the purpose of Carbon footprint tracking. COMPANY expects CARRIER to take actions to reduce its operational carbon footprint throughout the duration of the SERVICES.
- (c) Continuous improvement on sustainability will be a key theme for CARRIER and COMPANY. COMPANY will be expecting from CARRIER a commitment towards continuous improvement on sustainability. Continuous improvement areas may include but are not limited to increased fuel efficiency and driver behaviours, equipment enhancements, use of alternative fuels, etc.

CONTINUOUS IMPROVEMENT

- (a) Continuous improvement will be a key theme for CARRIER and COMPANY. COMPANY will be expecting from CARRIER an attitude and commitment towards continuous improvement to bring additional value to COMPANY and CARRIER.
- (b) The parties agree to work together to identify, quantify, and execute opportunities to improve the performance of SCOPE, subject to appropriate internal review and approval for both parties if financial investment is required, with the intention of creating cost savings. The parties agree to use the regular business performance review meetings as a forum to report progress on these opportunities.

Life-Saving Rules



Work with a valid work permit when required



You should...

- Understand the Work Permit and follow it
- Confirm that the Work permit is valid
- Confirm with the Supervisor or the Person in Charge of the work that it is safe to start work

Conduct gas tests when required



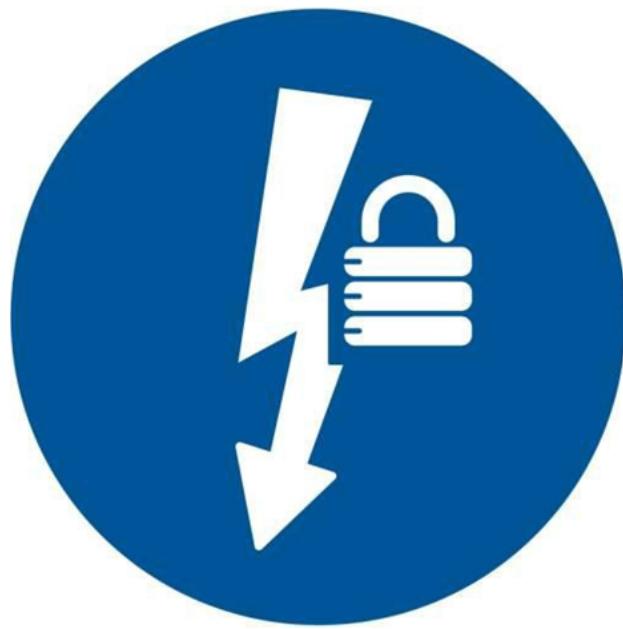
You should...

- Confirm with the Supervisor or the Person in Charge of the work that the air is tested
- Confirm with the Supervisor or the Person in Charge of the work that it is safe to start work
- Stop work if you smell gas

Gas Testers should:

- Understand which tests the Work Permit requires and how often
- Use certified equipment for the tests

Verify isolation before work begins and use the specified life protecting equipment



You should...

- Understand the isolations that protect you from danger
- Confirm with the Supervisor or the Person in Charge of the work that isolations are in place
- Confirm with the Supervisor or the Person in Charge of the work that it is safe to start work

Obtain authorization before entering a confined space



You should...

- Confirm with the Supervisor or the Person in Charge of the work that it is safe to start work
- Confirm with the Attendant that you can enter a confined space
- Follow the requirements of the Work Permit

Attendants should:

- Approve and control access to a confined space
- Have means of communication with people in the confined space

Obtain authorization before overriding or disabling safety critical equipment



You should...

- Obtain authorization from the Person in Charge or your Supervisor before overriding or disabling safety-critical equipment

Protect yourself against a fall when working at height



You should...

- Have authorisation to work at height outside a protective environment
- Be aware of what fall protection equipment to use and how to use it
- Check equipment before using it
- Always tie off when at height outside of a protective environment

Do not walk under a suspended load



You should...

- Never cross a barrier controlling an area with a suspended load without authorisation
- Follow the instructions of the Flagman or the Person in Charge of the lift

A Person in Charge should...

- Mark the unsafe area and put barriers in place
- Ensure that nobody walks under a suspended load

Do not smoke outside designated areas



You should...

- Know where the designated smoking areas are
- Intervene if you see someone smoking outside a designated area

No alcohol or drugs while working or driving



You should...

- Always inform your Supervisor or the Person in Charge if you are taking medicine that may have an affect on your performance
- If in doubt always check your Supervisor or the Person in Charge who may seek medical advice
- Not use, keep, sell or distribute illegal drugs
- Intervene if you see a case of alcohol or drugs abuse

While driving, do not use your phone and do not exceed speed limits



Drivers should...

- Not use a mobile phone or pager, send or read a text message, or use a hands-free mobile phone device
- Stay at or below the maximum allowable speed for the road your are driving on as indicated by road signs or Journey Management instructions
- Stay at or below the maximum allowable speed limit for the vehicle you are driving
- Adjust your speed to the prevailing conditions

Wear your seat belt



Drivers and Passengers should...

- Always use a 3-point seatbelt (*please note exceptions* below*)
- Check that your seatbelt works properly
- Keep your seatbelt properly fastened while in a moving vehicle
- Check that everyone in the vehicle is wearing a seatbelt properly before starting to drive
- Intervene when your fellow passengers are not wearing seatbelts properly

* *Exceptions include vehicles where only lap seatbelts are available or in public transport where seat belts are not available.*

Follow prescribed Journey Management Plan



Drivers should...

- Confirm if a Journey Management Plan is required before starting the journey
- Discuss the Journey Management Plan with the authorized person
- Understand the Journey Management Plan before starting the journey
- Comply with the duty, driving and rest hours specified in the Journey Management Plan
- Follow the route specified in the Journey Management Plan
- Always tell the authorized person immediately if changes occur



If **you** choose to break the rules,
you choose not to work for Shell

