



Rate Confirmation Load 28861101

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

Tamaz Bazgadze
Tamaz.Bazgadze@coyote.com
Phone: +1 (423) 385 3805
x2246
Fax: +1 (847) 810 4891



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droid or iPhone,
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Load Requirements

Tech Tracking Required Repair Receipt Required For Breakdowns Seal Late Fees

Equipment Requirements

Food Grade

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 28861101

Stop 1: Pick Up

Pick Up PO-1162791 Numbers	Scheduled For Wed 03/29/2023 from 08:00 - 13:00	Facility Notes Food Grade Trailer Required Driver must have load locks/straps to secure shipment or they will be responsible for the additional charges. TRAILER MUST REMAIN SEALED AT ALL TIMES A face mask to be worn on premises. Driver must secure the load or check to make sure it has been secured properly prior to leaving Must notify of detention 30 minutes prior to end of free time and have signed times or detention will not be paid
Confirmation None Numbers	Driver Work No Touch	
Facility United Sugars	SLIC N/A	
Address 450 SONORA DRIVE GATE D Clewiston, FL 33440		
Contact None Phone +1 (863) 902 2707		

Stop 1 Requirements

\$100 Late Fee

Commodity	Exp Wt	Pieces
Miscellaneous	44,455 Lbs	850

Stop 2: Delivery

Delivery PO-1162791 Numbers	Appointment Scheduled For Thu 03/30/2023 at 09:30	Facility Notes Food Grade Trailer Required A face mask to be worn on premises. TRAILER MUST REMAIN SEALED AT ALL TIMES Must notify of detention 30 minutes prior to end of free time Must sign in at destination at least 15 minutes prior to scheduled or detention will not be paid.
Confirmation None Numbers	Driver Work No Touch	
Facility Batory Foods	SLIC N/A	
Address 885 DOUGLAS HILLS RD Lithia Springs, GA 30122-3626		
Contact None Phone +1 (800) 282 3101 x5054		

Stop 2 Requirements

\$200 Late Fee

Commodity	Exp Wt	Pieces
Miscellaneous	44,455 Lbs	850

Charges

Description	Units	Per	Amount
Flat Rate	1.00	\$276.600	\$276.60

Contact

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960 Northpoint Parkway

Please contact Coyote
at 877-626-9683 if the



Rate Confirmation

Load 28861101

Fuel Surcharge	588.00	\$0.550	\$323.40	Suite 150
				Alpharetta, GA 30005

Total			USD \$600.00	

charges are incorrect.

Agreement

Carrier GTT Freight Corp

USDOT 3723304

Phone None

Email gtt.expresscorp@gmail.com

Fax None

Broker Coyote Logistics, LLC

Rep Tamaz Bazgadze

Title Sales Rep

Phone +1 (423) 385 3805 x2246

Fax +1 (847) 810 4891

Date 03/22/2023 10:52

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 Tamaz.Bazgadze@coyote.com

Coyote Logistics, LLC is an Equal Opportunity Employer



Rate Confirmation

Load 28861101

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 Tamaz Bazgadze of Coyote Logistics, LLC hereafter referred to as BROKER, and Camilo Ramirez of GTT Freight Corp hereafter referred to as CARRIER, dated 03/22/2023.

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 Batory Foods

Carrier shall adhere to the following customer requirements:

Carrier waives any right to salvage goods (as well as any right to claim entitlement offset salvage value) tendered by or to Shipper.

Carrier will ensure that all Products are delivered and presented in a clean and attractive manner and handled, transported and delivered in a safe and sanitary manner. Carrier will ensure that all Products are shipped and maintained at the temperature specified by Shipper. Carrier will make no alterations or modifications to the packaging of Products or to the labels or other printed materials on the containers.

Trailers are sealed at time of shipment and Carrier will ensure that they arrive at their destination with seals intact. Unless a shipment is loaded and sealed prior to arrival of Carrier personnel, the manner of loading and securing freight upon equipment will be the sole responsibility of Carrier. For any unsealed loads that were loaded prior to Carrier's arrival, Carrier must inspect such loading prior to departing. For multi-stop shipments, Carrier will provide the appropriate number of trailer seals for all stop locations on such shipment and log a **"Continuous Seal Report"** of all seals for each stop. Carrier will be solely responsible for maintaining seal integrity during transportation of the shipment. Except as is required by law enforcement personnel, Carrier will not break or allow any of its personnel to break any seal without the express written consent of Shipper. Carrier will immediately notify Broker to report a missing or broken seal.

Carrier will be exclusively responsible for the proper training of all Carrier Representatives in the handling, delivery and presentation of the Products. Carrier will ensure that all carrier representatives maintain a neat and clean appearance and give prompt and courteous service to all customers at the locations.

Carrier will ensure that all delivery vehicles are conspicuously lettered to show that they are operated by Carrier and that Carrier's full name and address clearly appear on the doors of the cab of each delivery vehicle.

Compliance With Laws. Carrier will operate in full compliance with all applicable Laws, rules, regulations and ordinances including, without limitation, all laws governing drug testing, all rules and regulations of the DOT, all regulations promulgated by the United States Department of Homeland Security, all government regulations relating to occupational hazards and health, worker's compensation insurance, unemployment insurance and withholding and payment of federal and state income taxes, social security and other taxes, and the Customs-Trade Partnership Against Terrorism (for cross border shipments only). Carrier will notify Broker in writing within five days of the commencement of any action, suit or proceeding, or of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation or financial condition of Carrier and Broker will notify Shipper immediately upon the receipt of any notice of violation of any law, ordinance or regulation relating to health, safety or sanitation.

Products from a valid and undisputed freight claim that are deemed un-saleable by Shipper must be destroyed at Carrier's expense. If Shipper determines, in its sole discretion, that Products are un-saleable, in order for Shipper to recover from Carrier, Shipper need only establish (i) that such Products were delivered to Carrier, (ii) that the shipment failed to arrive at its destination or arrived in damaged, injured, or unsafe condition, and (iii) the full amount of actual loss or damage to such Products, which will include related delivery charges, and any other related expense incurred by the Shipper (including without limitation storage, disposal, return freight, and redelivery cost). In determining whether Products are un-saleable Shipper is only required to consider its own interest, including its business reputation and relations with customers, and is not required to consider the effect of that determination on Carrier.

Trailer seals are required for all loads. Seals for every stop on a multi-stop load will be required before a driver may leave the shipping facility. If multiple stops are required on a load, a continuous seal report must be logged and stored with the bill of lading.

TRAILER AND SEAL REQUIREMENTS

Transportation Equipment/Trailer:

All trailers used to carry Batory Foods product must be dedicated to food ingredients only. In addition, under no circumstances, should a truck/trailer be exposed to the potential for microbial, chemical or physical contamination. All full truckloads or bulk loads of food or food ingredients shall be sealed with a numbered metal/plastic seal with a unique seal number. All less than truckload (LTL) shipments shall be sealed with at least a padlock.

No food product or food contact packaging material will be accepted by any manufacturing site, warehouse, or contracted manufacturing site which has been transported in a motor vehicle, rail vehicle or vessel where there is evidence of existing potential contamination from a hazardous or high risk non-food product, or potentially highly contaminated foodstuffs. This includes physical exposure as well as exposure to odor or potential flavor contamination through absorption.

Batory Foods will not accept food or food packaging materials that have been transported by vehicles that are also transporting any of the following non-food products:

- Non Food Grade : chemicals, paint, adhesives, resins, hazardous Materials
- Animal feed (bulk and/or unpackaged only)
- Poisonous gases/toxins
- Radioactive materials
- Pesticides
- Raw meat or fish
- Explosives or flammables
- Infectious materials
- Waste material

All circumstances which require any repalletizing shall be done on clean pallets only. Carriers are prohibited from repalletizing any Batory Foods product onto pallets which have been treated with chemicals such as tribromophenol (TBP) or Methyl Bromide.

These requirements are based upon the mandatory requirements of the Federal, Food, Drug, & Cosmetic Act requirements for Good Manufacturing Practices in the Code of Federal Regulations 21 CFR 110 (the transportation of food and food additives shall be under conditions that will protect food against physical, chemical, and microbial contamination as well as against deterioration of the food and the container) and the Canadian Food Inspection Agency Transportation and Storage-HACCP Pre-requisite Program.

Batory Foods Inspection Process:

All transportation equipment shall be inspected prior to unloading or loading by Batory personnel to ensure it is sanitary, structurally sound, and has not or will not promote deterioration, contamination or damage to the contents. The inspection shall include the following:

- Holes, tears, etc. that would allow damage from weather, entrance and/or harborage of pests or damage to product itself.
- Nails, large splinters, bolts, or any other protrusions that may damage the product.
- Food material, debris, and other contaminants such as broken glass, metal shavings, chemicals, etc.
- Objectionable odors and mold.
- Infestation or evidence of insect, bird, and rodent activity.
- Doors and hatches shall provide a tight seal upon closing to prevent contamination or damage due to weather, insects, rodents, or pests.

In addition to the trailer inspection, shipping documentation and seals shall be verified and documented upon arrival.

Seal Policy:

Truck/Trailers/Tankers/Railcars prior to leaving the dock area must have documented seals on the bill of lading. During transportation it is the Carrier responsibility to maintain the integrity and security of the seal/s. LTLs are suggested to have pad locks before departing the dock.

Batory Foods, Inc. or their designated agent will place and remove trailer seals on all truckload shipments. A designated agent could be the driver. Seals must remain intact until received at first consignee.

It will be Carriers' driver's responsibility to confirm:

- That all truckload freight or partial load being shipped as a truckload has a seal number noted on the bill of lading before signing for load.
- It is also necessary to verify that the seal number on the bill of lading is in fact the same number actually applied to or is already on the trailer.
- In addition if shipper does not offer a seal Carrier's driver is to supply and have noted on the bill of lading before signing for the load. If shipper refuses Carrier must reach out to Batory Logistics Coordinator before driver departs from shipper.
- When delivering a sealed truckload to a Customer or a Batory facility, driver is required to check in with receiving department before seal is broken.
- Drivers are certainly welcome to apply padlock but use of padlock does not replace need for seal application on all full truckload shipments.
- Truckloads that arrive with seal compromised will be refused.

If a seal is broken due to a legal or regulatory requirement, the shipment will be accepted if the following procedures are in compliance:

- In addition to the orange government tag or tape that may be placed on the trailer, a replacement numbered security seal shall be placed on the door or hatch that was opened.
- The bill of lading should be documented with the reason for the removal of the original seal, the regulatory officer's name and id number, and the government's official stamp.
- The original seal shall be retained and provided to the receiving/security personnel to compare against the bill of lading.

Once a Truck/Trailer/Railcar departs from the facility it is the Carrier's driver responsibility to maintain the product safety and personnel safety until he/she reaches the destination.

Under all circumstances, the Carrier is liable for the freight on board. To help manage the liability, the Carrier should use these guidelines for all missing or broken seal incidents. Batory Foods will evaluate and resolve each incident on an individual basis and reserves the right to reject the loads in full or part and to provide disposition if we believe the integrity of the product has been jeopardized.