Transport Masters USA LLC

4119 N STATE ROAD 7 Lauderdale Lakes, FL 33319

David Lucas Salesperson: Order ID: 4CL-82027

> Phone: 954-256-9132

Email: David@transportmasters.net

1. Shipper Information.

First Name: Lanre **Last Name:** Bolaji

> Phone 1: 4103007953

Phone 2:

Cell:

Email:

bolafiz2001@gmail.com

Company:

Address:

4 Al Hannah Cir

Address 2:

Pikesville City:

MD 21208 State/Zip:

US Country:

2. Pricing and Shipping.

1st Avail Date:

01/08/2024

COD to Carrier (Cash/Certified

Carrier Payment Type: Funds) Ship Via: Open

Insur, Fuel, Processing:

\$ 450.00

Trucker, Truck, Tolls Fee:

\$ 1,350.00

Total Cost: \$ 1,800.00

3. Transit Directives.

Origin

4 Al Hannah Cir

Lanre Bolaji

Company:

Name:

Phone 1:

4103007953

Phone 2:

Phone 3:

Address:

Address 2:

Pikesville

State/Zip:

MD 21208

Country:

City:

US

Destination

Name: Larry

Company:

Phone 1:

4103007953

Phone 2:

Phone 3:

Address:

7303 Oak Crest dr

Address 2:

City:

FULSHEAR

State/Zip:

TX 77441

Country: US

4. Vehicle, Motorcycle, Boat or Heavy Equipment.

Year Make Model Lot # Vin # Plate # State Color Inop 2019 BMW Nο 2018 Mercedes-Benz GLS No

5. Terms and Conditions

TERMS & CONDITIONS Transport Masters USA LLC. is a Freight Logistics Company operating as a "Freight Broker" and is licensed by the Department of Transportation (DOT), Federal Motor Carrier Safety Administration (FMSCA) and other government agencies as required by law. Customer is the party using Transport Masters USA LLC's website and/or services. By electing to use Transport Masters USA

LLC. 's website and services, Customer agrees to these TERMS AND CONDITIONS which no agent or employee of the parties may alter.



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Definition - Freight Brokerage: Customer acknowledges that Transport Masters USA LLC. is a Freight Broker and NOT a Freight Carrier. Acting as a broker between the Customer and Carrier, Transport Masters USA LLC. provides access to carrier rates and carrier services. Transport Masters USA LLC. also ensures all carriers are properly licensed and bonded for all services they provide for the Customer. The Federal Government's laws and regulations protect Freight Brokers from liability claims as a consequence of carrier service failures, loss of shipment, or damage to a shipment. The courts have upheld this position based on the fact that Freight Brokers are barred from accepting consignment (taking control) of freight – and – Customer consigns (signs over) their shipment directly to the carrier. At no time does Transport Masters USA LLC. hold, handle, store, or transport freight.

Definition - Freight Carrier: The Freight Carrier is a dually licensed and registered company that provides the actual transportation of Customer's shipment. The Freight Carrier(s) is/are subject to all state and federal laws and regulations applicable to the transportation of this shipment. Customer understands and agrees that the Freight Carrier(s) that transport the shipment(s) is/are exclusively responsible for the transportation and delivery of Customer's shipment.

Definition - Customer: You establish yourself as a Customer of Transport Masters USA LLC. by: using Transport Masters USA LLC. 's website to shop and compare freight rates, registering and establishing an account with Transport Masters USA LLC., and/or arranging a shipment through Transport Masters USA LLC.

- 1. The Customer is responsible for providing accurate weights, sizes and description of shipment including the freight class and NMFC code.
- 2. Customer understands that all freight rates are quoted as tailgate or curbside pickup and delivery to a commercial location and/or carrier terminal drop off or pickup.
- 3. Residential services are available and are charged as an assessorial service.
- 4. If pickup and/or delivery are requested by the Customer, the Customer warrants the locations will be carrier-equipment accessible.
- 5. Customer agrees to provide the means to load and unload the shipment unless these services have been arranged for as an assessorial service.
- 6. Customer agrees to ensure the shipment is properly prepared for transport. Not meeting packing requirements could results in delays and additional charges at the responsibility of the Customer. Freight can be stopped within any stage of the shipping process. The Carrier also has the right to charge a storage fee on the product until a solution has been put in place. These additional fees are the responsibility of the Customer.
- 7. The Customer agrees to pay for all services as actually provided by Transport Masters USA LLC. and the Freight Carrier(s).
- 8. Customer agrees that any individual or entity acting on their behalf has the right to legally bind Customer. This includes; any sanctioned party scheduling a shipment(s), any party using Customer's Bill of Lading (BOL), the party acting as consignor at the time of pickup, the party acting as consignee at the time of delivery, and/or any party requesting services for Customer.

Payment: Unless otherwise agreed, payment for all services is by Credit Card (Visa, Master Card, Discover, or American Express), which is issued in the Customer's name and/or Customer is authorized to use.

- 1. Customer understands and agrees they have established an Open Account with Transport Masters USA LLC. and that they provided a credit card as their means of payment for this account.
- 2. Understanding this, Customer is authorizing and directing Transport Masters USA LLC. to automatically charge any

amounts payable by Customer in connection with Customer's use of Transport Masters USA LLC. to the credit card Customer provided during the registration process, or such credit card(s) Customer may provide thereafter.

3. All funds received by the Transport Masters USA LLC. will be applied to the oldest (based on pickup date) outstanding invoice.



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Customer's Warranties: Customer warrants their compliance with all applicable state & federal laws, rules, and regulations including but not limited to customs laws, import and export laws, and governmental regulation of any country to, from, through or over which the shipment may be carried.

- 1. If the Customer does not complete all the documents required for carriage, or if the documents which they submit are not appropriate for the services, the Customer hereby instructs Transport Masters USA LLC. , where permitted by law, to complete, correct or replace the documents for them at the expense of the Customer. However, Transport Masters USA LLC. is not obligated to do so.
- 2. If a substitute form of Bill of Lading is needed to complete delivery of this shipment and Transport Masters USA LLC. completes that document, the terms of this Bill of Lading will govern.
- 3. Transport Masters USA LLC. is not liable to the Customer or to any other person for any actions taken on behalf of the Customer under this provision.
- 4. Transport Masters USA LLC. assumes no liability to the Customer or to any other person for any loss or expense due to the failure of the Customer to comply with this provision.



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Delay of Shipment: Neither Transport Masters USA LLC. nor the actual Freight Carrier shall be held liable for delays in delivery caused by; acts of nature, war, accidents, weather or delays due to State or Federal intervention, missed pickup dates, Freight Carrier capacity issues, Carrier terminal closures, force majeure, or any other circumstance that are beyond the control of Transport Masters USA LLC. and or the Carrier(s). Such circumstances negate the Guaranteed Transit Time service. Beyond the circumstances noted above, liability for Guaranteed Transit Time shall, at no time, exceed the additional assessorial charge noted on the invoice for this service.

- 1. In no case, shall the Customer hold Transport Masters USA LLC. or the Carrier liable for other losses the Customer may have experienced as a consequence of transit times being greater than the carrier published estimated transit time.
- 2. In the event of a Carrier failure to comply with the guaranteed service requested, the Customer is permitted ten (10) business days from the date of invoice to file a claim request in writing with Transport Masters USA LLC. If Transport Masters USA LLC. does not receive a claim request or receives the request after the allowable ten (10) business days, the service provided by the Carrier will be deemed to have met all guaranteed service standards and the claim request will automatically be considered invalid and denied.
- 3. In no event shall Transport Masters USA LLC. be liable nor will any account be credited if the Customer does not use Transport Masters USA LLC. 's Bill of Lading.



Exclusions of Liability: Customer agrees that Transport Masters USA LLC. will not be held liable for any loss, missed delivery or non-delivery caused by the act, default or omission of the Customer or any other party who claims interest in the shipment, or caused by the nature of the shipment or any defect thereof.

- 1. Transport Masters USA LLC. will not be held liable for losses, missed delivery or non-delivery caused by Customer's violation(s) of the Terms and Conditions contained in the Bill of Lading or of the Carrier's General Rules Tariff including, but not limited to: improper or insufficient packing, securing, marking or addressing, or failure to observe any of the rules relating to shipments not acceptable for transportation or shipping.
- 2. Transport Masters USA LLC. is not liable for losses, missed delivery or non-delivery caused by the acts of God, perils of the air, public authorities, acts or omissions of Customs or quarantine, war, riots, strikes, labor disputes, weather conditions or mechanical delay or failure of truck, aircraft or other equipment.
- 3. Transport Masters USA LLC. is not liable for failure to comply with delivery or other instructions from the Customer or for the acts or omissions of any person other than employees of Transport Masters USA LLC.
- 4. Subject to the limitations of liability contained in this Bill of Lading and the Carrier's General Rules Tariff, Transport Masters USA LLC. shall only be liable for loss, damage, missed delivery, or nondelivery caused by Transport Masters USA LLC. 's own gross negligence. Transport Masters USA LLC. 's liability therefore shall be limited to the fees that Transport Masters USA LLC. has earned with respect to the subject shipment.



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Limitations of Liability: All shipments are covered under the Carrier's limited liability coverage as noted below based on either Full Truck Load or (TL) or Less Than a Truck Load (LTL) services (see below Consignee agrees to inspect the shipment at the time of delivery and document any damage on the delivery bill). Failure to notate damage may cause forfeiture of the liability claim. The Carrier's liability coverage



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Undeliverable Freight: All less-than-truckload shipments are transported with the sole intent of the carrier to deliver without result of loss, damage, non-adherence to published transit time, and/or missing information on the shipment. In the event it occurs during transit, freight can be deemed undeliverable. Storage charges will typically begin within 24 hours. The time frame and fee is set by the carrier. Transport Masters USA LLC will contact the customers to request disposition and will respond to the carrier as the paying party on behalf of the customer. The options for disposition are the following and may result in additional charges:

- 1. Return to shipper
- 2. Re-consign to an alternate location
- 3. Redeliver the freight to the consignee with the issue resolved

4. Carrier disposes the freight Transport Masters USA LLC has no ownership of the freight. In the event customers authorize disposal or if customer cannot be reached within 3 days, Transport Masters USA LLC will send deferment to the carrier to authorize them to follow their disposition/carrier liability policy in effect at the time of shipment in order to provide disposition direction for that shipment.



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Filing Carrier Claims for Loss or Damage: The Customer must file all freight cargo claims in writing with shipment carrier within 48 hours of delivery. Only the shipper, consignee or third-party owner of the freight may file a claim. Delayed reporting of a claim could forfeit the Customer's right to a claim. Transport Masters USA LLC. will assist the Customer in the processing of their claim with the Freight Carrier, when requested by the Customer. The filing of a claim does not relieve Customer for payment of freight charges. Customer's account must be paid in full prior to processing a claim for loss or damage. Please contact Transport Masters USA LLC, for details regarding carrier insurance or carrier liability.



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Venue, Forum Selection and Choice of Law: Customer acknowledges that Transport Masters USA LLC. is a Freight Broker and not the actual Freight Carrier. Customer also agrees that the services provided by Transport Masters USA LLC. were limited to brokering of freight between the parties of Customer and Carrier and that this service was secured, executed, processed and recorded as a service within the State of Florida.

- 1. The Customer acknowledges that the transportation of their freight is performed exclusively by the Freight Carrier and not performed by Transport Masters USA LLC. Understanding this, the Customer agrees to hold Transport Masters USA LLC. harmless for services (i.e. transportation of freight) performed by the Freight Carrier. Customer agrees to pay Transport Masters USA LLC. per agreement regardless of any disputes that may or may not occur with the Freight Carrier.
- 2. Therefore: All parties including Transport Masters USA LLC., the Customer and the Carrier agree any claim, dispute or controversy between Customer and Transport Masters USA LLC. (and/or made by/or against anyone connected with Customer or Transport Masters USA LLC. or claiming through Customer or Transport Masters USA LLC.) arising from/or relating to Customer's use of Transport Masters USA LLC. 's website or services provided by Transport Masters USA LLC. including claims regarding applicability or validity of this provision, shall be governed by the laws of the State of Florida and that the venue for any dispute shall any legal action relating to services provided by Transport Masters USA LLC. or its website Transport Masters USA LLC., shall be filed exclusively in the County Court of Broward County in Fort Lauderdale, Florida or in the United States District Court for the Lower District of Florida. The Customer and Transport Masters USA LLC. mutually agree that neither the Customer nor Transport Masters USA LLC shall be liable or responsible for any legal expense or any other expenses uncured by the other party in defending a claim or dispute between these parties.

Binding Acceptance: Acceptance of Transport Masters USA LLC TERMS and CONDITIONS is redundantly required in the course of booking each shipment. This occurs by the Customer's use of Transport Masters USA LLC, when securing a quote, when registering as a customer, and/or when tendering a shipment.

By signing this document you declare that you are the owner, or an authorized agent of the owner to make arrangements for shipping the owner's cargo(s) (Hereinafter referred to as Client or Shipper). Client warrants that it is the registered legal owner of the cargo, or that it has been duly authorized by the legal owners to enter into this agreement with TRANSPORT MASTERS USA LLC (hereinafter referred to as TRANSPORT MASTERS USA LLC).



- 2. TRANSPORT MASTERS USA LLC, a transportation broker, will arrange for the client, the transportation of Client's cargo(s) on trucks/trailers with licensed and insured cargo carriers (Hereinafter referred to as "carrier") selected based on the Client's specified pick up location and specified drop off destination outlined in the shipping order.
- 3. If driver of carrier transporting the cargo(s) feels he cannot maneuver or operate his truck at a destination location or neighborhood, it is the responsibility of the client or client's agent to meet the driver for safe delivery of cargo(s) at a location close to the client's home.
- 4. By client's signature or client's agent signature, TRANSPORT MASTERS USA LLC and carrier transporting the cargo(s) and their employees are authorized to operate and transport cargo(s) during transport, pick up/delivery or as needed to facilitate the transport of the cargo(s).
- 5. Client agrees and understands that the carrier will route cargos from origin to destination by routes within their own discretion and does not agree to any specified routing by client.
- 6. TRANSPORT MASTERS USA LLC does not agree to transport the cargo on any particular motor carrier, nor in time for any particular event unless client agrees in writing to the extra cost involved with guaranteed pick up or delivery times. TRANSPORT MASTERS USA LLC will not be responsible for any loss or damage created by an unavoidable delay. TRANSPORT MASTERS USA LLC provides you with an estimated pick up and estimated arrival date of your cargo(s). However, the carrier transporting the cargo(s) is subject to delays due to weather, road conditions, mechanical problems, etc. There are absolutely no guarantees regarding delivery times and dates. TRANSPORT MASTERS USA LLC and the carrier will not be held responsible for cargo rental fees or any accommodation fees.
- 7. Inoperable vehicles(s) are subject to additional charges. If cargo(s) is inoperative such that it cannot be driven on and off a carrier's truck under its own power, please tell us in advance so we can give you a correct quote. In the event that we are not told that a cargo(s) is inoperative at the time of the quote; an additional fee of up to two hundred dollars (USD) will be added to the final amount to be collected by the carrier before the cargo is delivered. Additionally, in the event we are not informed of the correct model and type of the cargo, including racks, extensions, oversized tires, etc., which render the cargo oversized when we give you a quote, an additional oversize fee of up to three hundred dollars (USD) will be added to the final amount to be collected by the carrier before the cargo can be delivered. It is the Customer's responsibility to confirm the accuracy of all information you give when asking for a quote from TRANSPORT MASTERS USA LLC.



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8. Customer is allowed to put 100lbs of personal belonging in the trunk of the vehicle(s). Transport Masters USA LLC may impose additional fees, in its sole discretion, for the transport of contents left in a cargo exceeding 100lbs. In no event, however, will Transport Masters USA LLC be responsible for the safe transport of any such contents. No dangerous and/or valuable personal property shall be transported in client's cargo(s) that includes but is not limited to Explosives, Guns, Ammunition, Flammable Products, Narcotics, Negotiable and Legal Papers, Alcoholic Beverages, Jewelry, Furs, Money, Live Pets, Live Plants or any unlawful contraband. Client agrees that TRANSPORT MASTERS USA LLC or carrier may confiscate or dispose of said dangerous and/or illegal items with no remuneration. TRANSPORT MASTERS USA LLC and carrier will not be held responsible for delivery of personal property. If you wish to put items in the cargo you do so AT YOUR OWN RISK.



9. All outstanding freight charges must be paid without deduction, regardless of loss or damage, so before the cargo(s) can be taken off the truck. Any damages MUST be properly noted on the Bill of Lading upon delivery. While the driver is there, Client shall obtain the necessary information from the driver. Damage claims must be made within 7 days of delivery with pictures of specified damages claimed. In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Company



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10. All claims for damage must be taken up directly with the carrier, and if there is any damage, the liability for damages lies solely with the carrier. TRANSPORT MASTERS USA LLC will assist Client by providing necessary carrier information (name, phone numbers of that particular motor carrier used for transport).



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11. Signing the Bill of Lading at destination, without notation of damage, will be evidence of satisfactory delivery of cargo. Under no circumstances can Client make a claim if no damages were noted at delivery. Client or Client's agent is required to check the transported cargo(s) over very carefully before signing the Bill of Lading.



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12. In the event the carrier attempts to phone client to make arrangements to deliver cargo(s) to Client or Clients agent and Client or Clients agent cannot be reached in a reasonable time frame, cargo(s) will be dropped off at the nearest terminal, at the discretion of the carrier. All storage, COD, terminal fees and any extra trucking charges, if any will be due and payable to the carrier in either cash or cashier's check before cargo(s) is released by terminal. CLIENT AGREES TO PROVIDE VALID CONTACT INFORMATION, INCLUDING A BACK UP PHONE NUMBER.



13. Once Client has authorized the shipping order and accepted TRANSPORT MASTERS USA LLC's written quote, Client is not required to pay any money until the cargo is dispatched to one of our carriers (unless Client is an off shore or prepaid customer which requires payment in full at the time of contracting). When Client's Account Executive has secured reservations with one of our carriers for Client's cargo, our dispatch department will call to advise Client of the estimated pickup and delivery dates. Tariff on the order form is the lowest amount customer will have to pay; Client's payment information will not be processed until the cargo is actually dispatched to a carrier with scheduled dates for pick-up and delivery.



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14. If the carrier fails to pick up and/or deliver the cargo, Client will not be responsible for payment and the deposit will be applied toward a second attempt at shipping Client's cargo.



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15. A. If Client's cargo is dispatched to a carrier as COD, and upon the carrier's dispatch or on arrival, Client or Client's agent refuse to release the cargo for any reason, TRANSPORT MASTERS USA LLC is considered to have performed its obligations to arrange for a carrier to transport Client's cargo under this agreement and Client's entire deposit of \$ 450.00 including all credit card fees of 3% will be forfeited and \$ 450.00 including all credit card fees of 3% is non-refundable.

15 B. If Client's cargo is dispatched to a carrier as FULL PAYMENT, and upon the carrier's dispatch or arrival, Client or Client's agent refuse to release the cargo for any reason, TRANSPORT MASTERS USA LLC is considered to have performed its obligations to arrange for a carrier to transport Client's cargo under this agreement and Client's entire deposit of \$ 450.00 including all credit card fees of 3% will be forfeited and \$ 450.00 including all credit card fees of 3% is non-refundable. \$ 1,350.00 will be refunded minus any fees the Freight Carrier imposes for the attempt loading of the cargo.



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16. When using a credit card for payment, Client agrees that Client is authorized to use any and all of the credit cards for which payment information has been submitted to TRANSPORT MASTERS USA LLC for all payments including inccured charges to recover freight on behalf of customer. TRANSPORT MASTERS USA LLC RESERVES THE RIGHT TO REQUEST PROOF OF SELF AND CREDIT CARD OWNERSHIP TO PREVENT FRAUD. IF REQUESTED BY TRANSPORT MASTERS USA LLC, WE WILL REQUEST PROOF OF ID with PROOF OF

CREDIT CARD WITH ALL NUMBERS BLOCKED BUT THE LAST FOUR and FULL NAME TO MATCH TO THE PROOF OF ID PROVIDED. THIS WAY, WE CAN PROTECT THE FREIGHT CARRIER, FREIGHT BROKER and CREDIT CARD HOLDER FROM ALL FRAUD.



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- 17. THIS AGREEMENT DOES NOT CREATE ANY WARRANTIES OF ANY KIND, NEITHER EXPRESS NOR IMPLIED.
- 18. The provisions of this agreement are severable and the invalidity and/or unenforceability of any provisions herein shall not affect the enforceability of the remaining provisions which shall remain in full force and effect. This agreement supersedes all written or oral agreements between TRANSPORT MASTERS USA LLC and Client and may not be changed except when in writing by an officer of TRANSPORT MASTERS USA LLC.
- 19. This Agreement shall be construed in accordance with the laws of the State of Florida.
- 20. The parties agree that all actions or proceedings arising in connection with this agreement shall be tried and litigated exclusively in the State of Florida (if permitted by law and a party elect to file an action in federal court) courts located in Broward County, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section. By action of this provision, the parties agree to submit to the personal jurisdiction in a court of competent jurisdiction located in Broward, Florida.

6. Agreed & Accepted

By signing this document you declare that you are the owner, or an authorized agent of the owner to make arrangements for shipping the owner's cargo(s) (Hereinafter referred to as Client or Shipper). Client warrants that it is the registered legal owner of the cargo, or that it has been duly authorized by the legal owners to enter into this agreement with TRANSPORT MASTERS USA LLC (hereinafter referred to as TRANSPORT MASTERS USA LLC).

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