

**PATHMARK TRANSPORTATION****5050 POPLAR AVENUE, SUITE 900****MEMPHIS, TN 38157****PH# 901/362-1555 - FAX# 901/347-6909 - [dispatch@pathmarktrans.com](mailto:dispatch@pathmarktrans.com)****Carrier Confirmation**

Carrier: DUBAI EXPRESS HAUL LLC

PTMC Order # 1025397

City/State: LEXINGTON, NE

Phone: (404)400-2176 Fax:

<b>Pick up:</b>	MARS COLUMBUS 5115 FISHER RD  COLUMBUS, OH	Earliest Time: 03/26/2021 11:00 Latest Time: 03/26/2021 11:00 Phone: 901/362-1555
<b>Delivery:</b>	IAMS 1055 W HWY 34  AURORA, NE	Earliest Time: 03/28/2021 08:00 Latest Time: 03/28/2021 08:00 Phone:

**\*\*\*\*\*Driver must call Pathmark at 901/362-1555 for pickup number\*\*\*\*\*****If this load is double-brokered or sent intermodal you will not be paid!****Special Instructions:**

<b>Equipment:</b> V	<b>Total Pieces:</b> 44	<b>Total Weight:</b> 43419	<b>Miles:</b> 906
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**Rate Detail:**

QUOTE \$2,700.00

**Total: \$2,700.00**

- \* Carrier must immediately report any shortages, damages or overages to the carrier. Failure to do so may result in a \$100 fine.
- \* Carrier is responsible for any loss of product, damage to packaging while in transit as well as all shortages of freight.
- \* Failure to deliver a completed order will result in a reduced rate.
- \* Any cost deducted from the broker for late pickup and delivery appointments will be deducted from the carrier.
- \* Carrier must have written consent from broker to dispose of any product and carrier must remit all funds received from salvage or insurance. Failure to do so, the carrier will be liable for the value of the loss as well as any other damages.
- \* Carrier must report any problems related to the shipment. Failure to do so may result in a deduction of \$200 per day.
- \* For refrigerated loads, carrier must check the pulp temperate of the product to make sure the product has been precooled within 2 degrees F of the temperature stated on the rate confirmation or bill of lading. If there are any differences in temperature stated on the bill of lading and rate confirmation, broker must be notified immediately.
- \* Reconsignments will be paid the same rate per mile as the original line haul plus \$50 for the additional stop.
- \* If carrier fails to deliver as agreed, carrier will be responsible for any additional cost incurred by broker.
- \* Broker will not be responsible for any accessorial charges unless received from the responsible party such as detention, layovers, etc.
- \* Carrier acknowledges that the receipt of this rate confirmation, whether signed or not is legal and binding.

This Agreement is entered by and between Pathmark Transportation ("BROKER"), a Registered Property Broker, Lic. No. MC-168257, and DUBAI EXPRESS HAUL LLC a Registered Motor Carrier, Permit/Certificate No. MC/DOT 3411708 ("CARRIER"); collectively, the "Parties". Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities; Shall transport the property, under its own operating authority and subject to the terms of this Agreement; Agrees that a Shipper's insertion of BROKER's name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER's status as a property broker nor CARRIER's status as a motor carrier. Will not re-broker, assign or interline the shipments hereunder, without prior written consent of BROKER. If CARRIER breaches this provision, BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon BROKER's payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement. Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: training of drivers, transportation of Hazardous Materials, (including the licensing and training of Haz Mat qualified drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; all applicable insurance laws and regulations including but not limited to workers compensation. CARRIER will notify BROKER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any

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reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason. To the extent permissible under applicable federal and state law, and subject to the express monetary insurance limits as to CARRIER, and BROKER'S monetary insurance limits for general liability or such other amounts as mutually agreed by the Parties in writing, CARRIER shall defend, indemnify and hold BROKER and its shipper customer harmless from any claims, actions or damages, arising out of its performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence or intentional act of the other Party, or the shipper. The obligation to defend shall include all costs of defense as they accrue. Carrier agrees to indemnify and hold Broker and its customers harmless from any claims or loss resulting out of any act or omission of Carrier, its employees or agents in the performance of this Agreement or the services provided hereunder including loss of hours or miles or any fines or penalties as a result of Carrier being overloaded. It is the sole responsibility of Carrier to check the weight of each load in a timely manner in order to prevent losses of this nature. Carrier agrees to hold Broker harmless from and indemnify Broker for any liability resulting from loss or damage to any freight transported by the carrier pursuant to this agreement including all cost to defend claims. Carrier also agrees to hold Broker harmless from and indemnify Broker for any liability resulting from personal injury or property damage which may occur during the operations of carrier pursuant to this agreement, including all cost to defend claims. Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional". Authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment. CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing. CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment terms, released rates or released value) inconsistent with the terms of this Agreement shall be ineffective. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER. CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage. CARRIER's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706. CARRIER's indemnification liability for freight loss and damage claims shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER. Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 30 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 30 day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement. CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: General liability \$1,000,000; motor vehicle (including hired and non-owned vehicles) \$1,000,000 (\$1,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); cargo damage/loss, \$100,000; workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid CARRIER'S liability due to any exclusion or deductible in any insurance policy. CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment from BROKER. It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor and that no employer/employee relationship exists, or is intended. BROKER has no control of any kind over CARRIER, including but not limited to routing of freight, and nothing contained herein shall be construed to be inconsistent with this provision. CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders. Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.

The undersigned hereby acknowledges as correct and accepts the referenced shipment pursuant to signed transportation contract on

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behalf of carrier. It is agreed that the charges indicated above Include all costs and fees in connection with the shipment as described.

Tendering this shipment and dispatch of carrier by Pathmark Transportation constitutes acceptance of this agreement and creates a valid contract carriage shipment. Appointments have been made by Pathmark and must not be changed by carrier! Any penalties arising from missed appointments will be passed on to carrier.

The undersigned hereby acknowledges as correct and accepts the referenced shipment pursuant to signed transportation contract on behalf of carrier. It is agreed that the charges indicated above Include all costs and fees in connection with the shipment as described.

Tendering this shipment and dispatch of carrier by Pathmark Transportation constitutes acceptance of this agreement and creates a valid contract carriage shipment. Appointments have been made by Pathmark and must not be changed by carrier! Any penalties arising from missed appointments will be passed on to carrier.

**DRIVER MUST CALL PATHMARK @ 901/362-1555 FOR DISPATCH, FROM EACH PICKUP LOCATION, AND UPON DELIVERY**

**DRIVER IS RESPONSIBLE FOR COUNT AT ORIGIN AND DESTINATION UNLESS SPECIFICALLY STATED.**

Contact(s)

Tyler Pounders

Direct Phone

(901)312-3314

After Hours

901/362-1555

Email

tpounders@pathmarktrans.com

Carrier Signature:\_\_\_\_\_

Date\_\_\_\_\_



**PH# 901/362-1555 FAX# 901/347-6909**  
**PATHMARK TRANSPORTATION**  
**DELIVERY CONFIRMATION SHEET**

**THIS SHEET ALONG WITH A SIGNED PROOF OF DELIVERY MUST BE RETURNED  
WITHIN 24 HOURS OF DELIVERY BY EITHER FAX 901-347-6909 OR EMAIL  
[apinvoices@pathmarktrans.com](mailto:apinvoices@pathmarktrans.com) CLEAR CAMERA PHONE PICTURES ARE ACCEPTABLE.**

**Please have driver call when empty for finished load number.**

**LUMPER CHARGES WILL NOT BE PAID UNLESS APPROVED BY PATHMARK  
NO LUMPER CHARGES WILL BE APPROVED OVER 48 HOURS AFTER DELIVERY**

Pathmark Order#: 1025397  
Ship Date: 03/26/2021 11:00  
Delivery Date: 03/28/2021 08:00  
Carrier Name: DUBAI EXPRESS HAUL LLC  
Carrier Contact: Neil Spencer  
Carrier Phone: (404)400-2176  
Truck/Driver:  
Trailer Nbr: MARK 6147635551

**ACTUAL DELIVERY DATE:** \_\_\_\_\_

**ACTUAL DELIVERY TIME:** \_\_\_\_\_

**ADDITIONAL CHARGES:** \_\_\_\_\_

**REASON FOR CHARGES:** \_\_\_\_\_