

Carrier Load Tender

Reference: BG176863621 (BOL) **Carrier:** Dubai Express Haul LLC (3411708) **Tender:** 09/09/2021 01:13PM

Bill To: Blue Grace 2846 S Falkenburg Rd Riverview, FL 33578

BGLF will only pay additional charges if agreed to in writing. Carrier must inform BGLF at the time charges occur or within 24 hours of any and all unplanned accessorial or other additional charges incurred. BGLF will not reimburse detention charges unless "in" and "out" times are clearly stated on the Bill of Lading. BGLF will reimburse Carrier for approved lumber costs upon submission by carrier of a signed receipt. If the carrier utilize the services of 10-4 Systems, the carrier will not qualify to participate in our carrier program. The carrier also agrees to not utilize the services of 10-4 Systems during the duration of our carrier agreement. PLEASE NOTE: All Invoices and copies of PODS Must be submitted IMMEDIATELY for Payment To: Truckloadinvoices@mybluegrace.com or Faxed to: 813.658.1806 ***Payment Will Not Be Processed Without Scanned Copy Of POD***

Comments

Contact Information: Colin Fowich cfowich@bluegracegroup.com

Special Instructions

Carriers must be on time, driver responsible for late fee ***All shipments must be accompanied by a bill of lading*****Drivers should arrive 30 minutes before appointment*** ***Lumper needs to be reported at delivery***Detention form must be received by driver after leaving UNFI DC with signed times***

Equipment & Services

Equipment	Attributes	Services
Dry Van		
Temperature:	Minimum: 0.00 Maximum: 0.00	Requirement:

Stop 1 (pickup)

09/10/2021 09:00AM - 09/10/2021 09:00AM	Shipper, (215) 672-1301
DL Distribution, 735 Eagle Blvd 18974, Warminster, PA 18974	
Comments:	

Items

HM	Description	Weight	Qty	Dimensions
	dry food PO# 456767165	6151	11	

Stop 2 (pickup)

09/10/2021 07:00AM - 09/10/2021 03:00PM	Receiver, (800) 336-4557
UNFI - Manchester, 600 Bartlett Drive , Manchester, PA 17406	
Comments:	

Items

HM	Description	Weight	Qty	Dimensions
	PO fillout	10000	15	

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Stop 3 (drop)

09/13/2021 02:00AM - 09/13/2021 02:00AM

Receiver, (303) 360-8459 x54271

UNFI - Aurora, 17901 E. 40th Ave , Aurora, CO 80011

Comments:

Items

HM	Description	Weight	Qty	Dimensions
	dry food PO# 456767165	6151	11	
	PO fillout	10000	15	

References

Reference Type	Reference
BOL	BG176863621
Customer Reference	1988725
Mode	TL
PO Number	456767165

Freight Terms

Charge Details		
Description	Rate	Charge
Linehaul	0.0000 Flat Rate (FR)	\$5000.00
Fuel Surcharge Percent	0.0000 Per Mile (PM)	\$0.00
	Total:	\$5000.00

Freight Terms: \$5000.00, ThirdParty (16151 lb) (1742.42 miles)

TERMS AND CONDITIONS FOR ALL LOADS TENDERED BY BGLF

These Terms and Conditions (hereinafter "Agreement") constitute an independent contractor agreement between the parties for this service/load only. This Agreement is not valid for any other business between the undersigned parties.

Carrier agrees to indemnify and hold harmless Blue Grace Logistics ("BGLF") and its customer from any loss, damage or claim arising out of Carrier's negligent or willful acts or omissions.

BGLF agrees to pay Carrier within thirty (30) days of receipt of Carrier's undisputed invoice provided all necessary documentation, including but not limited to the original Bill of Lading for the load and the rate confirmation sheet with amounts matching the invoice, has been provided to BGLF. Carrier agrees to look solely to BGLF for payment and shall not make any demand upon BGLF's customer ("Shipper") for payment, and Shipper is a third party beneficiary of this Agreement. BGLF will have the right to offset payments owed to Carrier premised upon a claim by BGLF or Shipper regarding damage to any shipment. Carrier waives all rights to any claim for a lien on the shipment.

Carrier understands and agrees that for a period of one (1) year from the date of this Agreement, Carrier shall not back solicit, directly or indirectly, any Shipper/Customer whose transportation needs were disclosed to Carrier in connection with this Agreement. As liquidated damages, Carrier agrees to pay a fifteen percent (15%) commission on all traffic handled for Shippers/Customers whose transportation needs were disclosed to Carrier in connection with this Agreement for a period of one (1) year.

Carrier warrants to BGLF (and Shipper) that it meets the following criteria and that it shall promptly notify BGLF (and Shipper) of any failure to meet any of the following criteria: (a) Carrier shall maintain all risk cargo insurance in the amount of not less than \$100,000 per shipment; (b) Carrier shall maintain motor carrier automobile public liability insurance for property damage and personal injury in the amount of not less than \$1,000,000; (c) Carrier shall maintain workers compensation insurance as required by state law; (d) Carrier shall agree to provide certificates of insurance upon request; (e) Carrier shall maintain "Satisfactory" U.S. DOT safety ratings and is otherwise authorized to provide the proposed services; and (f) Carrier shall be in compliance with all applicable laws.

Carrier shall not interline or use substituted services or tender the load to another carrier or broker.

Carrier agrees that the rates and charges above are the only rates and charges to be paid by BGLF. No other tariff rates or charges will apply. BGLF will only pay additional charges if charges are agreed to in writing and BGLF is able to collect the charges from Shipper. Carrier must inform BGLF within 24 hours of any unplanned accessorial or other additional charges incurred. BGLF will not reimburse detention charges unless "in" and "out" times are clearly stated on the Bill of Lading. BGLF will reimburse Carrier for approved lumber costs upon submission by carrier of a signed receipt. Lumper and Detention charges approved by BGLF will be reimbursed at negotiated rates: Lumper: must have a signed receipt and will be paid exact amount of receipt.

If any shipment is rejected by Consignee, BGLF has the option to either (1) have Carrier place the load in storage or (2) have Carrier return it to the point of origin or some other point of destination specified by BGLF.

If Carrier cannot complete delivery as agreed, BGLF may take whatever steps necessary to have such shipment completed, with Carrier responsible for any excess costs incurred by BGLF in having to do so.

To the extent allowable under applicable federal, state and local laws, Carrier hereby waives its right to obtain copies of Broker's records as provided for under 49 C.F.R. Part 371.

Carrier is to be named on the bill of lading as the "carrier of record." Any term on a bill of lading or other document inconsistent with this provision is void and unenforceable.

This written Agreement contains the entire agreement between the parties and may only be modified by signed written agreement. If there is a signed broker/carrier agreement or signed accessorial agreement in effect between BGLF and Carrier, any terms of such agreement that conflict with this Agreement shall take precedence over this Agreement. Florida law, venue and jurisdiction shall apply. Failure by BGLF to enforce any provision of this Agreement does not constitute any waiver of any rights or remedies under this Agreement. If any provisions of this Agreement are declared invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

Carrier's signature below or its acceptance of any load tendered by BGLF constitutes confirmation of and agreement to all information and terms and conditions set forth above.