

**\*\*\*eForms Rate Confirmation\*\*\***

Carrier shall be subject to the Terms and Conditions set forth in the Transportation Brokerage Contract (the "Brokerage Contract"). By accepting the below terms and conditions, you are also agreeing to the terms of the Brokerage Contract, a copy of which is available at [www.buchananhauling.com](http://www.buchananhauling.com). If you have previously signed the Brokerage Contract with Buchanan, the most recent signed contract is still in effect. By signing below and committing to picking up this shipment and performing any work for Broker, you are accepting the terms below and the Brokerage Contract without modification.

1. This Shipment shall not be sub-contracted. ("Double Brokered"). All Shipments are to be considered exclusive unless otherwise stated.
2. Failure to comply may result in forfeiture or reduction of payment from Broker to Carrier.
3. Buchanan Logistics does not condone the coercion of any driver. Carrier and its drivers shall adhere to all FMCSA regulations. State and Local laws. Carrier agrees that these regulations shall supersede any conflicting service instructions stated in this load tender or stated comments made by a Buchanan employee. In that regard, if any shipment accepted by Carrier cannot be legally transported by a single driver under the FMCSA hours of service regulations in 49 CFR Part 395, Carrier must make arrangements to assign a team to the load, or to immediately notify Broker, via email, as to Carrier's inability to legally handle the shipment so that Broker can make other arrangements as may be necessary.
4. All services are to be provided by Carrier as an independent contractor, and not as an agent, partner, or employee of Broker. Carrier assumes sole responsibility for its drivers and equipment to be provided by Carrier to handle all shipments tendered to it by Broker.
5. Carrier agrees that Broker is not liable for any shortages, loss, or damage to cargo transported by Carrier or any damage to Carrier's equipment incurred during the loading, unloading or transportation process. Unless written waiver is obtained from Broker, Carrier shall look only to Broker, and not to the involved Shipper, Consignee or Customer of Broker, for payment of Carrier's freight charges. Broker shall be entitled to deduct any damages or claims against any/all of Carrier's (including any of Carrier's affiliated companies) outstanding receivables from Broker and shall not be limited to deducting the damage charges solely from the load resulting in the damage and/or claim. No Cargo liability limitations shall apply with respect to this shipment, and Carrier shall be responsible for the full actual cost of any damage or loss to the cargo being transported and related costs and damages incurred by Broker's customer regardless of the amount of cargo insurance required and regardless of whether Carrier's cargo insurer denies coverage for all or part of any claim.
6. By signing below, Carrier warrants that it is duly and legally qualified to provide transportation services and that it holds liability insurance of a minimum of \$1,000,000 and cargo insurance of at least \$100,000. Carrier agrees to notify Broker immediately regarding any material changes in Carrier's safety record, including the issuance of a proposed or final Conditional or Unsatisfactory Safety Rating from the FMCSA.
7. Carrier must count and verify shipment. Any variance must be reported by Carrier to Broker immediately and Carrier must obtain a new rate confirmation sheet from Broker, prior to leaving Shipper. If this procedure is not followed and a discrepancy is found, Carrier will be responsible for any applicable delivery and/or restocking fees.
8. Carrier must tarp all flatbed loads unless authorized on the rate confirmation by Broker that the load does not require a tarp(s). Failure of Carrier to make assigned appointments may result in additional loading and/or unloading charges. This includes rigging/crane charges. A \$5 fee will be applied when a Comcheck is issued for lumpers.
9. Carrier must immediately report any delays in pickup or delivery to Broker. Carrier must obtain a revised rate confirmation from Broker reflecting the revised pick up and/or delivery time(s). Carrier agrees that, in addition to cargo claims caused by a delay, delays in pick up and/or delivery may result in a 25% rate reduction or the amount broker forfeits on load, whichever is greater.
10. Broker will pay detention after 3 hours from an on-time arrival (based on times in rate confirmation) for FCFS locations or, 2 hours from scheduled appt time at a rate of \$35 per hour, unless a modified rate is approved in writing otherwise. To qualify for detention, driver must be on site prior to appt or within the time frame on the rate confirmation for FCFS locations and, carrier must (1) notify Buchanan in writing (via email or text) a minimum of 1 hour prior to first hour of detention time; (2) clearly document in/out times on the BOL; (3) obtain legible signatures (or printed name) by the shipper/receiver separate from the receipt of goods for the In and Out times; (4) use Trucker Tool's tracking app or an alternative approved by Broker and (5) send a legible copy of the signed BOL prior to departing the shipper/receiver. Broker will pay a maximum of 7 hours (\$245) detention per day.
11. Broker will remit payment to Carrier for the underlying freight charges within 30 days of receipt of invoice and all required documents. For unplanned accessorial charges, Broker will remit payment to Carrier within 30 days after Broker receives payment from its customers. TONU will be paid at a standard rate of \$150 on day of cancellations where driver has been confirmed in route.
12. Required documents to process a payment include Invoice; Legible Proof of Delivery with 3 signatures (Shipper, Consignee and Carrier's driver); Signed Rate Confirmation; Any, and all required documents that Broker requires to invoice its customer; Arrival and departure times signed by the Shipper and/or Consignee. Carrier is responsible for maintaining original required documents for a minimum of 180 days and provide to Broker upon request.
13. Carrier must upload required documents to <https://bhri.loadtracking.com/im> within 72 hours of delivery of freight. Failure to send in the proof of delivery within 72 hours may result in a \$35 rate reduction.
14. If a Carrier allows another Motor Carrier to pull its trailer (including across borders), It is the Carrier's responsibility to secure an interchange agreement with the other Carrier. Buchanan does not assume responsibility for the trailer and/or any equipment.
15. Failure to accept and utilize Trucker Tools at any time throughout shipment could result in \$250 rate deduction and forfeiture of detention/addition accessorial.

\*\*\* ALL DOCUMENTS MUST BE UPLOADED WITHIN 72 HOURS TO: [www.buchananhauling.com](http://www.buchananhauling.com) LOGIN upper right-hand corner \*\*\*

\*\*\* To verify account credentials e-mail [carrierportal@buchananhauling.com](mailto:carrierportal@buchananhauling.com) \*\*\*

Buchanan Logistics, Inc.  
4625 Industrial Road  
Fort Wayne, IN 46825  
(888) 544-4285

BUCHANAN LOGISTICS, INC. MC# 431807  
4625 Industrial Rd  
Fort Wayne, IN 46825



www.buchananhauling.com

Phone 260-471-1877 Ext: 2325  
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Email: swright@buchananhauling.com

Buchanan Order # 2423580

Carrier: DUBAI EXPRESS HAUL LLC  
LEXINGTON NE 68850  
Order Date: 06/10/2021 1225

Contact: mark  
Phone: 614-763-5551  
Fax:

Driver Name: abass-hassan  
Driver Cell: 402-699-8437  
Carrier Tractor: 101  
Carrier Trailer: 530606

Commodity:  
Weight:  
Order Value:

Trailer: VAN  
Temperature range: -  
Reference: 11569383

PU 1 Name: AERONET WAREHOUSE Date: 06/11/2021 1100  
Address: 2500 SOUTH EDISON WAY 06/11/2021 1200  
COMPTON CA 90220 Pickup #:  
Driver Load: N

SO 2 Name: DHL Date: 06/14/2021 0800  
Address: 41873 ECORSE RD  
BELLEVILLE MI 48111 Driver Load: N

Payment Carrier Freight Pay: \$7,500.00  
Total Carrier Pay: \$7,500.00 USD

Instructions Drivers must abide by shippers/consignees PPE and/or COVID requirements.

AERONET WAREHOUSE - CONTAINER NUMBER LCGU8070889

53' DRY VAN REQUIRED - PALLATIZED AUTO PARTS 30K LBS - MUST HAVE STRAPS AND LOAD LOCKS

DRIVERS MUST CALL BUCHANAN WHEN ARRIVING AND DEPARTING SHIPPER AND RECEIVER

DRIVER MUST ACCEPT AND REMAIN TRACKING ON TT FOR DURATION OF LOAD

EXPEDITE LOAD - ANY ISSUE MUST BE COMMUNICATED TO BUCHANAN ASAP

Please Sign: *Abdikamil Ibrahim*

(X) Accept

( ) Decline

