



02/12/2021 08:55 AM

**Backhaul Direct Carrier Shipment Confirmation - Load # 878073**

**Please have the driver call (800) 518-1664, check in with Load # 878073  
to obtain load requirements prior to arriving at Shipper.**

Carrier: Dubari Express Haul LLC, MC#:1100230		BHD Rep: Korey Owens	
Contact: Mark		Phone: (317) 682-6051	
Carrier Phone: 4023059975		Fax: (317) 682-6052	
Carrier Fax:		Email: kowen@backhauldirect.com	
Carrier Email: info@dubaiaexpresshaulllc.com			
Equipment Type: Dry Van	Commodity: Chips/Pretzels	Temp Control: No	
Min. Trailer Size: 53	Quantity: 1,578	Temp:	
Weight: 11,334 lbs.	Type: Piece	Hazmat: No	
Pickup #: SPR-120375/15735952	B.O.L. #: BOLND29589025	P.O. #: CM19963925	
<b>Pickup</b>	SNYDER'S-LANCE, INC. 10000 W FRANKLIN DR Franklin, WI 53132 ( ) - SPR-120375-20210205	Pickup Date: 02/13/2021 Pickup Time: 12:00 - Dr. Work: No Touch Pickup #: 15735952 1,578 Piece	Comments:   11,334 SPR-120375
<b>Delivery</b>	SPRINGFIELD 4400 S. CHARLESTON PIKE Springfield, OH 45502 ( ) -	Delivery Date: 02/14/2021 Delivery Time: 05:00 - Dr. Work: No Touch Pickup #:	Comments:

**Customer Rate Confirmation Notes**

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TRAILER MUST BE CLEAN, DRY, ODORLESS, FREE OF ALL DEBRIS, TOTALLY EMPTY, AND WITHOUT HOLES IN FLOOR/WALL/CEILING

THIS IS A SHIPPER LOAD/DRIVER COUNT. DRIVER MUST VERIFY PALLETS ARE STACKED IN EXCELLENT CONDITION AND VERIFY PALLET COUNT/CASE COUNT BEFORE SIGNING BILLS. \*\*IF THE DRIVER IS NOT ALLOWED ON THE DOCK TO ENSURE PROPER LOADING, THIS MUST BE MARKED ON THE BILLS IN ORDER TO CHARGE THE SHIPPER.\*\* ANY DISCREPANCIES MUST BE BROUGHT TO BACKHAUL DIRECT'S ATTENTION IMMEDIATELY.

\*\*\*DRIVER MUST ENSURE EACH SHIPPER LEAVES ENOUGH ROOM FOR PRODUCT AT OTHER PICKUPS BEFORE LEAVING EACH STOP. SOMETIMES THIS MAY REQUIRE PINWHEELING OR LOADING PALLETS SIDEWAYS. DRIVER MUST CONTACT BACKHAUL DIRECT BEFORE LEAVING EACH STOP OR MAY BE SUBJECT TO \$250 FINE. FAILURE TO FOLLOW THIS PROCEDURE MAY REQUIRE TRUCK TO BE RE-WORKED AT CARRIER COSTS. IF PRODUCT IS FORCED TO BE CUT IF DRIVER DOES NOT FOLLOW THIS PROCEDURE, CARRIER MAY BE RESPONSIBLE FOR COSTS INVOLVED WITH DELIVERING CUT PRODUCT.\*\*\*

ALL LUMPER FEES ARE CONTRACTED AMOUNTS BETWEEN ALDI AND THE UNLOADING SERVICE. PLEASE SEE SHIPMENT COMMENTS OR CALL BACKHAUL DIRECT TO CONFIRM PRE-APPROVED LUMPER AMOUNT FOR YOUR LOAD.

ANY REPACK/RESTACK/ADDITIONAL CHARGES AT DELIVERY MUST BE ACCOMPANIED BY THE RECEIPT AND PICTURES OF THE FREIGHT PRIOR TO UNLOADING FOR APPROVAL OF BALANCE, REGARDLESS IF A COMCHECK HAS BEEN WRITTEN. TO ENSURE YOU ARE COMPENSATED IN FULL FOR THE LUMPER CHARGE, DRIVER MUST CHECK THE CONTENTS OF THE TRAILER AS SOON AS HE/SHE IS PUT IN A DOCK BEFORE THE UNLOADING SERVICE TOUCHES THE FREIGHT. IF ANYTHING LOOKS SPILLED, TIPPED, OR OUT OF PLACE TAKE PICTURES IMMEDIATELY AND NOTIFY BACKHAUL DIRECT. ALDI FACILITIES ARE DRIVER UNLOAD FACILITIES, AND DRIVERS ARE ALLOWED ON THE DOCKS TO TAKE PICTURES. IF FOR ANY REASON A DRIVER IS NOT ALLOWED ON THE DOCK, THIS MUST BE NOTATED ON THE BOL BY THE RECEIVER AND BACKHAUL DIRECT MUST BE NOTIFIED IMMEDIATELY.

ANY LUMPERS CONTAINING RESTACK/REPACKS/ADDITIONAL CHARGES MUST PROVIDE PICTURES OF THE FREIGHT AT UNLOADING FOR APPROVAL WITHIN 30 DAYS OF THE OCCURRENCE. IF NO PICTURES ARE PROVIDED, THEN ONLY THE PRE-APPROVED LUMPER AMOUNT WILL BE REIMBURSED WITH RECEIPT.

DETENTION AT SHIPPER WILL START AFTER 2 HOURS IF DRIVER ARRIVES ON TIME. CARRIER MUST MAKE BACKHAUL DIRECT AWARE OF ANY DELAYS.

CARRIER MUST CONTACT BACKHAUL DIRECT AT LEAST 30 MINUTES BEFORE DETENTION STARTS, WHEN DETENTION STARTS, AND WHEN DETENTION ENDS. FAILURE TO DO SO MAY RESULT IN NO DETENTION BEING APPROVED BY CUSTOMER. IN AND OUT TIMES MUST BE CLEARLY WRITTEN ON THE BILLS BY THE SHIPPER IN ORDER FOR DETENTION TO BE APPROVED.

ANY MISSED DELIVERIES WITHOUT PRIOR NOTICE TO BACKHAUL DIRECT MAY RESULT IN A 20 PERCENT RATE REDUCTION IF YOUR DRIVER IS NOT TAKEN AT DELIVERY, HE/SHE MUST NOTIFY BACKHAUL DIRECT IMMEDIATELY AND GO IN THE FOLLOWING MORNING TO WORK IN AND GET UNLOADED. FAILURE TO GO BACK TO THE RECEIVER TO WORK IN THE FOLLOWING DAY WILL RESULT IN A MISSED DELIVERY FEE.

ANY AND ALL LATE ARRIVAL OR RESCHEDULING FEES MAY BE DEDUCTED FROM THE LINEHAUL AT THE DISCRETION OF BACKHAUL DIRECT

PLEASE HAVE CASH OR CHECK FOR LUMPER- IF YOU NEED A COMCHECK THERE WILL BE A \$4 CONVENIENCE FEE CHARGED FROM THE LUMPER SERVICE/RECEIVER.

BILLS MUST BE SIGNED BY SHIPPER/SUPPLIER WITH IN AND OUT TIMES. IF SHIPPER/SUPPLIER REFUSES TO SIGN, CARRIER MUST NOTIFY BACKHAUL DIRECT IMMEDIATELY AND WRITE "SUPPLIER REFUSED TO SIGN" WITH TIMES.

\*\*\*NEED POD/LUMPER RECEIPTS WITHIN 24 HOURS OF DELIVERY\*\* ANY LUMPER RECEIPTS SENT IN AFTER THIS POINT RUN THE RISK OF NOT GETTING APPROVED BY THE CUSTOMER\*\*

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### Additional Load Comments

PU#: 15735952

21 pallets in 21 spaces

\*\*\*DRIVER MUST ENSURE EACH SHIPPER LEAVES ENOUGH ROOM FOR PRODUCT AT OTHER PICKUPS BEFORE LEAVING EACH STOP. SOMETIMES THIS MAY REQUIRE PINWHEELING OR LOADING PALLETS SIDEWAYS. DRIVER MUST CONTACT BACKHAUL DIRECT BEFORE LEAVING EACH STOP OR MAY BE SUBJECT TO \$250 FINE. FAILURE TO FOLLOW THIS PROCEDURE MAY REQUIRE TRUCK TO BE RE-WORKED AT CARRIER COSTS. IF PRODUCT IS FORCED TO BE CUT IF DRIVER DOES NOT FOLLOW THIS PROCEDURE, CARRIER MAY BE RESPONSIBLE FOR COSTS INVOLVED WITH DELIVERING CUT PRODUCT.\*\*\*

PLEASE NOTIFY BACKHAUL IF LUMPER IS MORE THAN 65.00

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NVOCC: 02780NF

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**Directions:** Any directions given by Backhaul Direct, LLC, ("BHD") are for informational purposes only. It is ultimately the responsibility of the Carrier to choose its specific route and confirm that it can safely and lawfully provide the services being requested of it. Carrier shall be solely responsible for any fines, penalties or citations that are levied against it, due to its negligence or intentional acts while performing services for BHD.

**Drayage:** All containers that are pulled for delivery must be delivered and returned to a rail terminal or port of calling within 72 hours of the original pull date.

**Misc.:** A signed and returned "Confirmation" is not required to bind carrier to the terms herein. Carrier's partial (dispatching a truck, picking up a load, etc.) or full performance of the services being requested by BHD, shall constitute Carrier's acceptance of the terms and conditions contained herein.

- Carrier must provide at a minimum (unless otherwise specified herein), daily updates to BHD, including location information, potential or actual service failures, cargo issues and any other relevant information related to the services Carrier is performing on behalf of BHD. Carrier must provide an update at least 60 minutes before arriving at a designated location/stop and within 60 minutes following its departure from any designated location/stop.
- Any additional charges that arise during Carrier's performance of the services on behalf of BHD, must be approved by BHD prior to or while they are occurring, or they will not be reimbursed. All supporting documents and proof must be submitted to BHD within 24 hours after BHD approval, otherwise reimbursement may be delayed or denied. Potential Detention must be communicated to BHD in writing within 30 minutes of its occurrence, otherwise it will be denied.
- Carrier is responsible for ensuring that its driver(s) comply with all local, state and federal regulations while performing services on behalf of BHD, including but not limited to the lawful and safe transport/securement of all goods in intrastate or interstate commerce.
- If exclusive use services are requested by BHD, Carrier may not co-mingle other shipments. Violations of this term could result in a claim/non-payment.
- All rates are in USD, unless specified otherwise. The Total Rate to Carrier includes any and all charges for the services being performed.
- Failure by Carrier to provide the services as specified herein may result in a chargeback, claim, offset, non-usage, reduced fees and/or non-payment. This includes but is not limited to, ensuring that the driver reviews all shipping documents, confirms the proper goods are loaded onto the truck and notifies BHD of any problems or discrepancies as they occur.
- Carrier must notify BHD immediately upon discovery of any cargo issues and must send follow up information in writing to [claims@backhauldirect.com](mailto:claims@backhauldirect.com). Carrier may not dispose of any cargo without the prior written consent of BHD.
- Re-brokering of the services requested by BHD or altering the mode in which the services are to be performed is prohibited. See # 6 directly above.
- Requests for Quick Pay, Cash, Fuel Advances, Lumper fees and the like, made outside of normal business hours (M-F 8 AM to 10 PM EST) may be delayed.
- Carrier acknowledges and agrees that it has full power and authority to bind its employees, agents, subcontractors to these terms and conditions. Carrier shall require that its employees, agents or subcontractors will refrain from engaging in any reckless or dangerous activities, including but not limited to the downloading of any application/software or communicating to any third-party in any way that could cause them to be distracted. Any requests by BHD or its customers to track the location of any shipment through GPS or other electronic means, is done so with the full knowledge and permission of Carrier's employees, agents and subcontractors.
- The terms and conditions herein amend any previously agreed upon terms and conditions between the parties. Where no conflict exists between the terms and conditions herein and any previously agreed upon terms and conditions, the previously agreed upon terms and conditions will be controlling. Where a conflict does exist between the terms and conditions herein and any previously agreed upon terms and conditions between the parties, the terms and conditions herein will be controlling. Indiana law will govern the interpretation and enforcement of these provisions exclusively, without regards to conflicts of law principles, unless preempted by Federal Law. The courts sitting in Marion County, IN will have exclusive jurisdiction over the resolution of any action taken by either party to enforce the terms herein. The prevailing party will be entitled to monetary damages, injunctive relief, its attorney fees (including in-house legal fees) and any other remedies provided by the court.

Settlement Details					
Type	Description	Quantity	Rate	Charge Type	Amount
Linehaul		1.00	\$1,450.00	Flat Rate	\$1,450.00
Total Rate to Carrier					\$1,450.00

To ensure prompt payment, please include the following:

- Invoice with Carrier's Invoice #
- Signed Proof of Delivery
- Signed Carrier Rate Confirmation
- Any backup for any approved Accessorial Charges.
- For all other inquiries, please email [accounting@backhauldirect.com](mailto:accounting@backhauldirect.com)

**Send Invoice To:**

Backhaul Direct, LLC  
1 Virginia Ave, Suite 400  
Indianapolis, IN 46204  
(317) 974-9129  
[invoice@backhauldirect.com](mailto:invoice@backhauldirect.com)

Carrier, please complete the following information (please print clearly)

Driver Name \_\_\_\_\_  
Driver Phone \_\_\_\_\_

Empty Location \_\_\_\_\_  
Empty Time \_\_\_\_\_

Name \_\_\_\_\_  
Signature \_\_\_\_\_

Title \_\_\_\_\_  
Date \_\_\_\_\_