



For Payments Email to:
LOGISTICSAP@TOTALMS.COM

3/26/2021 12:50:30 PM

Load Tender and Rate Agreement Sheet

Carrier Must Reference Ord#: 3872408 on invoice to expedite payment process.

Detention is waived if Carrier misses their Appointment time

Email invoices: logisticsap@totalms.com

Quickpay invoices: logisticsqp@totalms.com

Carrier: DUBAI EXPRESS HAUL DUBLEX
LLC
LEXINGTON, NE
402-305-9975

Segment#
3944570

Order#: 3872408

Equipment VAN
Type:

Miles: 1764

Size:

Origin Pick LIVE LOAD
Up:

Final Delivery: LIVE
UNLOAD

LOAD IS NOT TO BE BROKERED OR FEES CAN OCCUR

Dispatch Instructions:

Driver must say they are picking up and delivering for TTMS.

Carrier must notify TTMS if they will be late to a pick up or delivery appointment. If an appointment is missed, TTMS will reschedule the appointment for the next available appointment time with the customer. TTMS will not be financially responsible to Carrier for any costs incurred by Carrier due to TTMS resetting the appointment.

Carrier must provide the tractor and trailer numbers, driver's name and cell phone number, the PRO number, and after hours contact.

Overages, shortages, damages must be reported to TTMS while Carrier is still at the customer delivery location and noted on the Bill of Lading.

Notification shall be made to the Carrier Representative noted on the rate confirmation.

All unplanned accessorial charges must be communicated to TTMS by Carrier immediately and approved by TTMS in writing in order to be paid.

In order for Carrier to receive payment for detention, Carrier must provide TTMS at least thirty (30) minutes' notice prior to detention taking effect, send the IN and OUT times on the Bill of Lading, and receive TTMS' prior written approval for the detention charge. Late arrival at pick up or delivery will automatically disqualify Carrier from receiving payment for detention. IN and OUT times must be written on the Bill of Lading by the customer (if the customer refuses, Carrier must get the name of that person and report it to TTMS immediately).

In addition to the other requirements set forth herein, before paying or agreeing to any lumper services, Carrier must notify the Carrier Representative noted on the rate confirmation at TTMS and get prior authorization/approval in writing in order to get full reimbursement. Carrier must provide a signed lumper receipt to receive payment for a lumper service.

All special instructions on the rate confirmation sheet must be performed at the negotiated rates.

Cargo must be inspected by Carrier at pick-up and delivery, unless pre-sealed by the customer or a drop and hook.

The Carrier must review the Bill of Lading to ensure all terms are met.

Carrier is responsible for matching all information on the Bill of Lading given to the driver to that which is on the rate confirmation. Any costs incurred by TTMS due to Carrier's failure to notify TTMS' Carrier Representative of any discrepancies while at the shipper will be the Carrier's responsibility.

A signed Bill of Lading must be furnished with Carrier's invoice to receive payment.

Carrier shall be responsible for adhering to Shipper's instructions communicated to Carrier on a load-by-load basis. Carrier agrees that food that has been transported or offered for transport under conditions that are not in compliance with the Shipper's instructions, as provided to Carrier by the Shipper, may be considered "adulterated," as determined by a qualified individual, within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. §342(l), and its implementing regulations. Carrier understands and agrees that adulterated shipments may be refused by the consignee or receiver, upon their delivery, at destination without diminishing or affecting Carrier's liability in the event of a cargo claim.

Carrier shall be willing, upon Broker's request, to accept satellite or cell phone tracking through a third party vendor.

Any supplemental Service Requirements will be communicated to Carrier on a per shipment basis.

Total Weight: 0 LBS

Ord# 3872408 Total Pay(USD): \$4,450.00

Linehaul Pay: \$4,450.00

Fuel Surcharge: \$0.00

Add. Accessories: \$0.00

Service Bonus: \$0.00

Order Comments:

BOL#: TL1306857 TOTAL SHIPMENT ID: 65-303772

NON HAZARDOUS EQUIP VAN PU# 8510993:

Company	Pallets/Pcs	Appointment Type	Early	Late	Weight UOM
P/U Point BARRETTS MINERALS INC 8625 HWY 91 SOUTH DILLON,MT/BEA 59725 Commodity: UNKNOWN	0	Appt NOT Set	3/26/2021 7:30 AM	3/26/2021 4:30 PM	0LBS
		Pickup Reference #:8510993, QTOPS MBOL:TL1306857			
D/R Point SHERWIN WILLIAMS 2121 NEW WORLD DR COLUMBUS,OH/FRA 43207 Commodity: UNKNOWN	0	Appt NOT Set	3/27/2021 6:00 AM	3/31/2021 4:00 PM	0LBS
		Pickup Reference #:8510993, QTOPS MBOL:TL1306857			

Carrier Rep: JAYCE ROBINSON**Email:** JROBINSON2@USXPRESS.COM**Carrier Contact Name:** Abdikamil Ibrahim**Phone:** (662)892-6757**Please Sign and Fax back to TTMS @ (-)****Date:** _____**Carrier Signature:** _____

Terms and Conditions:"TTMS" Represents Total Transportation of MS

- The rates set forth in this an independent contractor agreement("Agreement") between the parties and are for the above stated service/load only and are not valid for any other business between the undersigned parties.
- Carrier agrees to indemnify, defend and hold harmless TTMS and its customers from any loss, damage, liability, expense or claim relating to, resulting from, or arising out of Carrier's services, including, but not limited to, Carrier's negligent or willful acts or omissions. Carrier shall be liable for all loss, damage, injury to or delay of freight shipped hereunder in accordance with 49 U.S.C. 14706.
- TTMS agrees to pay Carrier within 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 TTMS. Carrier agrees to look solely to TTMS for payment and shall not make any demand upon TTMS's customer ("Shipper") for payment. Shipper is a third party beneficiary of this Agreement. TTMS will have the right to offset payments owed to Carrier upon a claim by TTMS or Shipper regarding any damage to any shipment.
- Carrier understands and agrees that for a period of 1 year from the date of the Agreement, Carrier shall not back solicit, directly or indirectly, any Shipper whose transportation needs were disclosed to Carrier in connection with this Agreement. As liquidated damages, Carrier agrees to pay a 15% commission on all traffic handled for Shippers whose transportation needs were disclosed to Carrier in connection with this Agreement for a period of 1 year.
- Carrier warrants to TTMS (and Shipper) that it meets the following criteria and that it shall promptly notify TTMS (and Shipper) of any failures 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 or the equivalent CSA scores and is otherwise authorized to provide the proposed services; and (f) Carrier shall be in compliance with all applicable laws.

Carrier agrees that all freight tendered to it by TTMS shall be transported on equipment operated only under the authority of Carrier and Carrier shall not in any manner subcontract or broker the freight to a third party. Should Carrier violate this provision, Carrier agrees that TTMS, at its option, shall not pay any freight bills submitted by Carrier applicable to such unauthorized brokerage and/or shall pay the third party directly. Further, Carrier agrees that in the event of such unauthorized brokerage all limitations to Carrier's cargo liability and/or Carrier's other liabilities shall, at TTMS's option, become null and void.

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

- If a shipment is rejected by Consignee, TTMS 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 TTMS.
- If Carrier cannot complete delivery as agreed, TTMS may take whatever steps necessary to have such shipment completed, with Carrier responsible for any extra costs incurred by TTMS in doing so.
- Carrier waives all rights to any claim for a lien on the shipment.
- Carrier is to be named on the Bill of Lading as "carrier of record". Any term or provision 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 Broker and Carrier, any terms of such Agreement that conflict with this Agreement shall take precedence over this Agreement. Tennessee law, venue and jurisdiction shall apply. Failure by TTMS 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 this Agreement shall remain in full force and effect.
- Carrier's signature below or its acceptance of any load tendered by TTMS constitutes confirmation of and agreement to all information and terms and conditions set forth above and posted at <http://www.totalms.com>.

Carrier Rep: JAYCE ROBINSON

Carrier Contact Name: Abdikamil Ibrahim

Date: _____

Email: JROBINSON2@USXPRESS.COM

Phone: (662)892-6757

Carrier Signature: _____

Please Sign and Fax back to TTMS @ (-)



SAME DAY

2% QP

5-DAY

1.5% QP

STANDARD

30 DAY

Standard Mail: **Not Recommended** (Days To Pay Increased): Transflo, P.O. Box 9349, Louisville, KY 40209-0349

PLEASE SEND INVOICES* TO:

U.S. Xpress/Arnold Transportation
Standard: logisticsap@usxpress.com
QuickPay: logisticsqp@usxpress.com

Total Transportation of Mississippi
Standard: logisticsap@totalms.com
QuickPay: logisticsqp@totalms.com

***Paid within terms from date of receipt of all correct paperwork.**

Payment Inquiries
Login to TriumphPay
info@triumphpay.com
(469)312-7222

Factoring? Invoice Us Directly.
If you take QuickPay, you don't
need to invoice your factoring
company.

CORPORATE CONTACTS

U.S. Xpress
4080 Jenkins Rd
Chattanooga, TN 37421
(423)510-6583
MC#188121
Federal Tax ID #62-1255088
Surety Bond #: 702-188121

Arnold Transportation
3375 High Prairie Rd
Grand Prairie, TX 75050
(972) 986-3154
MC#149541
Federal Tax ID 23-1582737
Surety Bond #: 80111007

Total Transportation of Mississippi
125 Riverview Drive
Richland, MS 39218
(601)936-2104
MC#239097
Federal Tax ID #04-3643789
Surety Bond #: 929446280

Sign Up/Register your account and connect with U.S. Xpress by logging into:
www.TriumphPay.com

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Carrier Contact Name: Abdikamil Ibrahim

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