DestiNATION Transport, LLC 203 JACKSON ST **ANOKA, MN 55303** 763-489-6225 888-561-1886



Page

9046835

Load Confirmation

Carrier: DUBAI EXPRESS HAUL LLC

LEXINGTON

NE 68850

Contact: Phone:

MARK

Date:

Order

03/03/2021

Fax:

614-763-5551

Order: Miles:

Temp:

BOL:

9046835 1442.0

Commodity: Weight:

BOWLING EQUIPMENT

Trailer:

35000.0 Van (DAT)

Reference:

Value: 100000.00

PU 1

Name: Address: All American Bowling Equipment Co 303 Robinson Road

Date:

03/05/2021 0900 03/05/2021 1400

IMPERIAL

PA 15126

Contact: Main

Driver Load: No driver loading or unload

Phone:

Address:

412-262-1045

SO2 Name:

Pindustry

Date:

03/08/2021 0800 03/08/2021 1500

7939 East Arapahoe Road

Brandon

GREENWOOD VILLAGE 80112

Contact:

Driver Load: No driver loading or unload

Phone: 412-496-0839

Payment

\$5,100.00

Carrier Freight Pay:

Total Carrier Pay: \$5,100.00

Carrier Instructions and Requirements: This form must be completed and returned before driver can be loaded. Special instructions:

Please Sign: Abdikamil Ibrahim

() Dedine

Attention:

Driver Name: Mohamed 8479217027 Driver Cell:

602

5620164

Driver Email:

(X) Accept Tractor #: Trailer #:

Cell:

Office: 763-453-7707

Noah Julin

763-453-7707

701-412-3954



This Rate/Load Confirmation is inclusive of all charges and supersedes any tariffs or schedules of rates, prostickers, or any other shipping documents of Carrier. Pick-up of freight by Carrier constitutes accepta nee of the terms of this Rate Confirmation and incorporates the terms of the Broker / Carrier Agreement signed by the Parties. In the event of a conflict between the terms of this Rate/Load Confirmation and the Broker/Carrier Agreement, the terms hereof shall control. Freight will not be dispatched until this Rate/ Load Confirmation is signed and returned. In order to satisfy shipping requirements of the Parties, any information furnished to Carrier by DESTINATION TRANSPORT verbally or in writing, including, but not limited to, routes, pick-up and delivery times and dates, special freight handling requirements, bracing, blocking and tarping, dimensions and weights is provided for informational purposes only and Carrier assumes full and exclusive responsibility for controlling the means and manner of the conduct and performance of its equipment and drivers. Temperature controlled load requirements are the full and exclusive responsibility of the Carrier/Driver. No accessorial charges, including but not limited to fuel surcharges, detention, loading and unloading, will be paid without prior written authorization from DESTINATION TRANSPORT. Seal provided by shipper must be in-tact on trailer prior to leaving shipper location. Seal will only be broken in the presence of both the consignee and driver at time of unloading. Carrier shall be responsible for load count, and any shortages or damages. Carrier assumes responsibility for late delivery fees, if assessed against DESTINATION TRANSPORT by shipper. Carrier confirms that signing this rate confirmation legally binds them to be the sole carrier of this load and no brokering will take place. Any brokering of said loads will void any payment due to carrier. Carrier transporting for DESTINATION TRANSPORT customers in the state of California confirm they are compliant to state regulations including, but not limited to CEPA, TRU, and ATCM. This Agreement shall be governed under the laws of the State of Minnesota. Any lawsuit shall be brought exclusively in a court of competent jurisdiction for Hennepin County, Minnesota. CARRIER and BROKER expressly waive any and all rights and remedies allowed under 49 U.S.C. § 14101(b) to the extent that such rights and remedies conflict with this Agreement. Carrier waives any rights under title 49 section 371.3 for any prior, current and future loads hauled for Destination Transport, Failure of BROKER to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege, shall not be a waiver of any BROKER's rights or privileges herein. The following rules shall apply: The terms of the Standard Truckload bill of lading; Standard claims rules otherwise applicable to common carriers (49 C.F.R. 370); Cargo claims liability as set forth in the Carmack Amendment (49 U.S.C. 14706); Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; Claims may be filed by BROKER or Shipper with CARRIER; and BROKER'S customer is third party beneficiary of this Agreement. CARRIER agrees to the following terms and conditions when transporting refrigerated commodities, human and animal foods and other shipments which will be subject to adulteration in transit. CARRIER warrants that it is in compliance with and will abide by the requirements and delegable duties set forth in the Food Safety Modernization Act including but not limited to: 1) The design and maintenance of transportation equipment necessary to ensure that food does not become unsafe. 2) Transportation operations the maintenance of adequate temperature control, the separation of product to prevent contamination. 3) The proper training of all Provider personnel in sanitary transportation practices and the documentation of such training. 4) The maintenance of written records and procedures and retention of records as required by the FSMA rules. Furthermore, CARRIER agrees to comply with all delegable duties permitted under the Act as well as shipper or carrier requirements as set forth by the shipper or broker in writing as part of the load confirmation process or as set forth on the bill of lading at time of pickup. CARRIER further agrees to ensure its trailer equipment is inspected and certified by the shipper as fit to load at point of origin, shall properly pulp shipments if required to do so, shall maintain seal integrity during transit, and evidence of temperature in transit. In the event of a rejected delivery, CARRIER shall immediately contact BROKER, shall note the extent of any damage, and shall thereafter maintain temperature awaiting broker's direction for redelivery, inspection and salvage. To the extent that CARRIER fails to comply with its duties under the Act, CARRIER agrees to indemnify, defend and hold harmless BROKER as set forth in the Broker-Carrier Agreement.



DESTINATION TRANSPORT, LLC - SERVICE AGREEMENT

THIS LOAD WILL BE PICKED UP, TRANSPORTED AND DELIVERED ON A TRACTOR/TRAILER OPERATING UNDER THE AUTHORITY OF THE CARRIER PROVIDED AT THE TIME OF BOOKING. UNDER NO CIRCUMSTANCES SHALL THE LOAD BE HANDLED BY ANY OTHER PARTIES WITHOUT PRIOR CONSENT FROM DESTINATION TRANSPORT. THE COMPANY NAME, MC AND USDOT MUST BE REPRESENTED ON THE SIDE OF THE TRACTOR. IF YOUR TRACTOR IS LEASED TO THE AUTHORITY YOU ARE BOOKING UNDER, IT MUST BE BROUGHT TO OUR ATTENTION UPON BOOKING THE LOAD, AND IT SHOULD BE CLEARLY REPRESENTED ON THE SIDE OF THE TRACTOR THAT THE TRACTOR IS OPERTING UNDER A LEASED TO AUTHORITY, AND OR A VALID LEASE AGREEMENT MUST BE PROVIDED TO DESTINATION TRANSPORT BEFORE TIME OF PICKUP. IF FOR ANY REASON A TRACTOR / CARRIER OPERATING UNDER A DIFFERENT AUTHORITY THAN THE ONE PROVIDED AT THE TIME OF BOOKING HAULS THE LOAD A MINUMUM \$1,000.00 RATE REDUCTION WILL BE ENFORCED AND OR THE ORIGINAL CARRIER FORFEITS THEIR RIGHT TO PAYMENT ORIGINALLY AGREED UPON WHEN BOOKING THE LOAD AND TAKES ON SOLE RESPONSIBILITY OF PAYMENT FOR THE TRASPORTING CARRIER.

DESTINATION TRANSPORT UTILIZES TRUCKER TOOLS FOR GPS TRACKING. SHOULD YOUR LOAD REQUIRE GPS TRACKING BY YOUR BROKER, DRIVER MUST ACCEPT LOAD TRACKING THROUGH THE APP AND KEEP ACTIVE THROUGH ENTIRE TRANSIT. FAILURE TO COMPLY WITH TRACKING REQUIREMENTS WILL RESULT IN A MINUMUM \$50.00 RATE REDUCTION. IF YOU OR YOUR DRIVER ARE NOT FAMILIAR WITH THE TRUCKER TOOLS APP, PLEASE REACH OUT TO YOUR BROKER FOR INSTRUCTION.

UNLESS OTHERWISE SPECIFICALLY STATED ON THIS RATE CONFIRMATION, THE TRANSPORT OF THIS SHIPMENT IS TO BE OF EXCLUSIVE USE OF YOUR TRAILER AS A DEDICATED FULL TRUCKLOAD. NO PARTIALING OF FREIGHT IS ALLOWED WHATSOEVER WITHOUT WRITTEN APPROVAL FROM YOUR BROKER AT DESTINATION TRANSPORT. IF THERE IS ANY EVIDENCE OF ADDITIONAL FREIGHT BEING TRANSPORTED ALONG WITH THE ABOVE REFERENCED SHIPMENT, AND OR EVIDENCE OF TRANSLOADING, WILL RESULT IN A MINIMUM \$1000 FINE AND OR A 50% REDUCTION IN RATE (WHICHEVER IS GREATER).

CARRIER ASSURES THEY HAVE AN ACTIVE AUTOMOTIVE LIABILITY INSURANCE POLICY COVERING A MINIMUM OF \$1,000,000 PER OCCURENCE, AS WELL AS CARGO INSURANCE POLICY THAT COVERS AT LEAST \$100,000 IN CARGO VALUE, UNLESS OTHERWISE NOTED ELSEWHERE ON THIS RATE CONFIRMATION.

PICKUP AND DELIVERY TIMEFRAME / DEADLINE DATES AND TIMES ARE CLEARLY COMMUNICATED NEXT TO THE ADDRESSES ON THIS RATE CONFIRMATION. IF YOU ARE GOING TO BE LATE FOR ANY REASON AT ALL (i.e. INCLUDING BUT NOT LIMITED TO: MECHANICAL ISSUES OR FAILURES, WEATHER, TRAFFIC, DRIVER ERROR, ETC.), PLEASE CONTACT YOUR BROKER W/ DESTINATION TRANSPORT IMMEDIATELY TO AVOID ANY RATE ADJUSTMENTS. CALL: (763)489-6225. IF DRIVER SHOWS UP TO LATE TO PICKUP AND OR DELIVERY WITHOUT NOTIFYING THE BROKER OF DELAY, A MINIMUM \$125.00 RATE REDUCTION WILL BE INCURRED. FOR EVERY CALENDAY DAY A SHIPMENT IS DELIVERED LATE A MINIMUM\$250.00 RATE REDUCTION PER DAY WILL BE INCURRED.

CARRIER REAFFIRMS AND WARRANTS THAT ITS DRIVERS CAN LEGALLY FULFILL THE REQUIREMENTS OF THIS RATE CONFIRMATION AND MAKE ON-TIME DELIVERY WHILE STAYING IN COMPLIANCE WITH THE FMCSA HOURS OF SERVICE REGULATIONS.

ANY, AND ALL DETENTION MUST BE REPORTED TO YOUR BROKER W/ DESTINATION TRANSPORT AS SOON AS CARRIER ENTERS DETENTION TIMEFRAME. IF YOUR TRUCK IS AT SHIPPER/CONSIGNEE FOR MORE THAN 2 HOURS AND DOES NOT NOTIFY DESTINATION TRANSPORT WITHIN THAT 2 HOUR WINDOW TO DISCUSS THE HOLD UP, AND OR DOES NOT DOCUMENT IN / OUT TIMES ON THE BOL WITH A SIGNATURE FROM THE LOADER / UNLOADER, THERE WILL BE NO CHANCE FOR DETENTION TO BE APPROVED OF ANY KIND. THERE WILL BE NO DETENTION APPROVED WHATSOEVER FOR ANY LOADING / UNLOADING ARRANGED AT FIRST COME FIRST SERVED FACILITIES.

WEIGHTS, PIECE COUNTS AND LOAD DESCRIPTIONS LISTED ON THE RATE CONFIRMATION ARE ESTIMATES ONLY AND MAY VARY FROM WHAT THE ACTUAL BOL REFLECTS. IT IS THE CARRIER / DRIVERS RESPONSIBILITY TO MAKE SURE FREIGHT IT SECURED PROPERLY FOR TRANSIT, AND TO GO TO THE NEAREST CERTIFIED SCALE TO CHECK ALL AXLE WEIGHTS AND GROSS WEIGHTS ARE LEGAL FOR TRANSIT. IF CARRIER / DRIVER LEAVES ANY LOADING FACILITY WITHOUT SCALING, OR GOING TO THE NEAREST CERTIFIED SCALE TO CHECK THE LOAD AND MAKING SURE THE LOAD IS LEGAL, CARRIER IS 100% LIABLE AND RESPONSIBLE FOR ALL COSTS INCURRED IN MAKING THE LOAD LEGAL AND DELIVERING ON TIME. DESTINATION TRANSPORT WILL NOT BE RESPONSIBLE FOR ANY FINES AND OR FEES INCURRED RESULTING FROM NOT CHECKING LEGALITY OF LOAD WEIGHT.

HOURS OF OPERATION FOR SHIPPER / RECEIVER ARE LISTED ON RATE CONFIRMATION, BUT ARE SUBJECT TO CHANGE. CARRIER / DRIVER MUST CALL RECEIVER WHEN LOADED TO MAKE DELIVERY ARRANGEMENTS. IF CARRIER / DRIVER DOES NOT CALL RECEIVER WHEN LOADED TO ARRANGE DELIVERY, THERE WILL BE NO EXTRA PAY AUTHORIZED IF THE LOAD IS RECONSIGNED, OR IF THE RECEIVER IS CLOSED OR CANNOT ACCOMODATE UNLOADING AT THE TIME YOUR TRUCK ARRIVES.

DRIVER MUST VERIFY ACCURACY OF THE BILL OF LADING'S CONTENTS WHEN LOADING TO ASSURE THE DOCUMENTATION MATCHES THE CARGO LOADED ONTO HIS OR HER TRAILER. IF DRIVER SIGNS OFF AT SHIPPER THAT CARGO IS PROPERLY LOADED / SECURED / MATCHES THE BILL OF LADING, ANY DISCREPENCIES THAT ARISE AFTER DEPARTING SHIPPER ARE NOW THE RESPONSIBILITY OF THE DRIVER / CARRIER TO RESOLVE. THERE IS ABSOLUTELY NO TRANSLOADING OF FREIGHT ALLOWED FROM THE ORIGINAL TRAILER IN WHICH THE CARGO WAS LOADED. IF ANY EVIDENCE OF TRANSLOADING OCCURS, CARRIER IS SUBJECT TO A MINIMUM 50% RATE REDUCTION AND OR FORFEITS THEIR RIGHT TO COLLECT FREIGHT PAYMENT.

CARRIER SHALL NOT SOLICIT FREIGHT SHIPMENTS FROM ANY CUSTOMER OF BROKER WHEN OR IF THE AVAILABILITY OF SUCH SHIPMENTS FIRST BECAME KNOWN TO CARRIER AS RESULT OF BROKER'S EFFORTS. IN THE EVENT OF BREACH OF THIS AGREEMENT, BROKER IS SUBJECT TO ENTITLEMENTS LISTED IN SECTION-D / SUB #5 OF THE BROKER CARRIER AGREEMENT.

IF THIS RATE CONFIRMATION IS SHOWN OR PROVDIDED TO A SHIPPER, CONSIGNEE OR CUSTOMER OF DESTINATION TRANSPORT, LLC WITHOUT WRITTEN PRIOR AUTHORIZATION / APPROVAL THE LOAD IN QUESTION IS SUBJECT A MINIMUM 50% RATE REDUCTION.

CARRIER MUST PROVIDE A CLEAR / LEGIBLE COPY OF THE SIGNED BILL OF LADING TO DESTINATION TRANSPORT WITHIN 7 DAYS OF DELIVERY, OTHERWISE A MINIMUM \$250.00 RATE REDUCTION WILL BE INCURRED. CARRIER MUST PROVIDE THE SIGNED (ORIGINAL) BILL OF LADING, OR A CLEAR / LEGIBLE COPY OF THE BILL OF LADING, AND THIS RATE CONFIRMATION SIGNED, IN ORDER TO BE ELIGIBLE TO FOR RECEIPT OF PAYMENT. PAYMENT WILL BE MADE TO CARRIER WITHIN 30 DAYS OF RECEIPT OF THESE DOCUMENTS. IF CARRIER FAILS TO PROVIDE THESE DOCUMENTS TO DESTINATION TRANSPORT WITHIN 180 DAYS OF DELIVERY OF SHIPMENT, CARRIER FORFEITS THEIR RIGHT TO PAYMENT, WHICH BECOMES NULL AND VOID.

EITHER SIGNING THE PROPOSED RATE CONFIRMATION, AND OR PICK-UP OF FREIGHT BY CARRIER, CONSTITUTES ACCEPTANCE OF THE TERMS ON THIS SERVICE AGREEMENT, THE RATE CONFIRMATION AND INCOPORATES THE TERMS OF THE BROKER / CARRIER AGREEMENT SIGNED BY THE PARTIES. THE TERMS OF THIS SERVICE AGREEMENT ARE EFFECTIVE AS OF THE DATE WHICH CARRIER SIGNED THIS AGREEMENT OR PICKUP OF THEIR FIRST LOAD FROM DESTINATION TRANSPORT AND WILL BE IN EFFECT THEREAFTER UNTIL TERMINATED, UPON THIRTY (30) DAY'S PRIOR WRITTEN NOTICE, WITH OUR WITHOUT CAUSE, BY EITHER PARTY AT ANY TIME.



Submitting Invoice / Load Paperwork for Payment:

Please submit electronic copies of your load paperwork to one of the the following two locations for payment processing. ***Traditional physical mailed copies will not be accepted***

OPTION #1 --- Send to <u>billing@destinationtrans.com</u>
OPTION #2 --- Upload to <u>www.destinationtrans.com/invoicing</u>

The following supporting documents are required for payment to be issued:

- Rate Confirmation (Signed)
- BOL / POD (Signed)
- Carrier Invoice
- Notice of Assignment (If applicable)
- Any other necessary documents i.e. Lumper Receipts, Scale Tickets, etc. (If applicable)

Payment will be made to carrier within 30 days of receipt of these documents. If Carrier fails to provide these documents to DESTINATION TRANSPORT within 180 days of delivery of shipment, Carrier forfeits their right to payment, which becomes null and void.

Receiving Payment via TRUCKSTOP.COM PAY

DestiNATION Transport uses TRUCKSTOP.COM PAY, a secure payment platform created by <u>www.truckstop.com</u>, to pay carriers and factoring companies. To get started, please setup your free online account at the website below. Here you will setup your remittance and choose your pay options (standard 30 day or quick pay). Upon submitting your load paperwork and invoice(s) to <u>www.destinationtrans.com/invoicing</u> or <u>billing@destinationtrans.com</u> – please then follow these instructions to receive payment.

PLEASE SETUP YOUR FREE ACCOUNT HERE ---> https://pay.truckstop.com/account/register

Get paid in 4 simple steps:

- 1. Book and deliver your load as planned.
- 2. Submit the required paperwork to www.destinationtrans.com/invoicing or billing@destinationtrans.com .
- 3. Your invoice will then be processed by Destination Transport and once approved, scheduled for payment via TRUCKSTOP.COM PAY. You will then receive an email notifying you of the date you'll receive payment.
- 4. On the term date, TRUCKSTOP.COM PAY will automatically deposit the funds into your bank account on behalf of DestiNATION Transport.

QUICKPAY options are available via TRUCKSTOP.COM PAY - please login to your account and inquire here at https://pay.truckstop.com/Account/Login. You May also choose to have a physical check mailed to you for a flat fee of \$25.00. Failure to setup your account will result in the default procedure of physical checks being mailed in which each check mailed is for a flat fee of \$25.00.

Please give us a call or email us with any questions you may have!

Janet Clark	AP Manager	763-489-6244	Janet.Clark@destinationtrans.com
Derek Birgin	Co Owner	763-489-6237	Derek.Birgin@destinationtrans.com
Matt Griswold	Co Owner	763-489-6235	Matt.Griswold@destinationtrans.com