

Rate Confirmation Agreement for DFW LinQ Transport, Inc.

The Safe, Legal and proper operation of Carrier and its driver supersedes any request, demand, preference, instruction or information provided by Broker LinQ Transport or its customers request, demands or instructs Carrier to take any action that violates any law, whether intentional or inadvertent. Carrier shall refuse to transport that load and immediately contact the Broker LinQ Transport before taking any further action. Carrier agrees that when it chooses to transport a load it does so, on its own volition, exercising its own discretion without coercion or undue influence by any other individual or entity.

- 1. This confirmation is an agreement between LinQ Transport and Carrier to haul the indicated load at the indicated rate and is not a dispatch. If load is changed or canceled by LinQ Transport, no "Truck Order not used' will be paid unless the carrier has been dispatched. Carriers are required to call LinQ Transport for dispatch, which includes pick up number and shipper name/address. Driver must call with a minimum of 2 hours before pick up to secure load upon signing this agreement.
- 2. Unless LinQ Transport provides written notice herein that this term does not apply to this shipment, Carriers motor vehicle equipment shall be dedicated to LinQ's exclusive use while transporting freight tendered by Broker LinQ. Carrier's violation of this exclusive use requirement shall result in Carrier's forfeiting its right to be paid for the transportation services contemplated by this Load Confirmation, not as penalty, but as liquidated damages.
- 3. This Rate is contingent upon successful and on-time completion of all load terms as orally stipulated or written on this addendum and rate may be subject to reduction if carrier fails to complete and shipment terms and conditions. Rate may be reduced if load picks or delivers after originally scheduled time and date Carrier must notify LinQ of delay with a minimum of 4 hours prior to pick up or deliver time to prevent possible rate reduction.
- 4. Accessorial charges (including but not limited to labor, detention, and/or layover charges) must be authorized and approved prior to or at time of occurrence. Standard free time is 2 hours at origin and destination before detention will incur, unless otherwise agreed upon. LinQ will not provide any reimbursement of any non, prior-approved accessorial charges. Carrier shall ensure the bill of lading is notated either when handling this required or when detention occurs, and that a lumper receipt is provided when a lumper is hired. LinQ must be notified 2 hours after appt time when going into detention.
- 5. All overages, shortages, and damages must be reported to LinQ immediately, at time of occurrence and noted on Bill of Lading.
- 6. Carrier represents and agrees that only tractors and trailers covered by the valid existing insurance for both Liability and Cargo risks will be utilized to transport this load.
- 7. It is the driver's responsibility to fasten any seal provided by the shipper and ensure it is not tampered with or broken when it arrives at delivery.
- 8. Carrier shall not cause or permit any shipment tendered hereunder to be brokered or re-brokered or transported by any other motor carrier or in substituted service by railroad or by other modes of transportation.



- 9. Directions supplied by LinQ Transport or its customers either orally and/or written form are for information purposes only. It is the Carrier's sole responsibility to confirm that it may lawfully operate a loaded vehicle of any weight, commodity or dimension over any highway, bridge or route.
- 10. Carrier or it's agent certifies that any TRU Equipment furnished will be in compliance with requirements of California's TRU regulations.
- 11. By signing this document, the carrier and its driver agree that they may legally receive SMS(Text) Messages originating from LinQ Transport, Inc. Responding driving a truck or motor vehicle can cause serious injury, death or property damage to you or others. Do no read or reply to a message unless your vehicle is stationary and parked. The carrier, driver and any other employee and/or agent for carrier assume all responsibility for abiding by these instructions and agree that they will at all times comply with all applicable federal, state and local laws including, but not limited to receiving, reading and/or sending SMS messages, phone calls and/or any other information to or from LinQ Transport.
- 12. Carrier is not employee of LinQ Transport. The relationship of Carrier to Broker LinQ Transport and Carrier to Shipper shall, at all times be that of an independent contractor.
- 13. Carrier agrees to indemnify and hold LinQ Transport harmless to the fullest extent permitted by law for any and all claims of any nature arising out of relating to hauling of broker-carrier agreement or this rate confirmation.
- Please fax all Bill of Ladings to 469-457-0978 or email to AP@linqtransport.com within 24 hours of delivery to avoid penalty of \$50

Submit Freight Bill To: LinQ Transport 2004 L. Don Dodson Dr Bedford, TX 76021 or AP@Lingtransport.com

To ensure prompt payment, all billing must be accompanied by an invoice with the Carrier Name, LinQ Load #, rate confirmation, signed Bills of Lading & and lumper and accessorials. The Rate above includes all fees associated with this shipment. This Document clarifies, augments and amends the carrier and Broker Agreement between LinQ Transport, Inc and Carrier and becomes part of the agreement.

DFW LinQ Transport, Inc. Bedford, TX 76021 (972) 522-1055 www.lingtransport.com



Page 1

Load Confirmation

0419387

Carrier: DUBAI EXPRESS HAUL LLC Contact: Alex

LEXINGTON NE 68850 **Phone:** 313-314-6377

Date: 10/29/2021 **Fax:**

 Order
 Order:
 0419387
 Commodity:
 NOODLES

 Miles:
 1266.0
 Weight:
 33000.0

Temp: Trailer: Van w/ Team (DAT)

PU 1 Name: Maruchan Date: 10/29/2021 0800

Address: 15800 Laguna Canyon Rd 10/29/2021 1800

IRVINE CA 92618 Contact: Main

Driver Load: No driver loading or unload

SO 2 Name: Walmart Distribution Center #7018 Date: 10/31/2021 0400

Address: 3001 E State Farm Rd

NORTH PLATTE NE 69101 Contact: Main

Driver Load: No driver loading or unload

Payment Carrier Freight Pay: \$5,500.00

 Team
 2000.00

 Total Carrier Pay:
 \$7,500.00

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

Maruchan - ALL DELIVERY APPOINTMENT CHANGES MUST BE THRU LINQ TRANSPORT. ANY APPOINTMENT

CHANGES MADE WITHOUT LINQ TRANSPORTS AUTHORIZATION WILL RESULT IN A SERVICE FAILURE OF

\$500

Maruchan - MARUIRC1: Please sign and send driver information for pickup # MACROPOINT REQUIRED ALL Delivery APPT Changes must be through LINQ Transport. Any APPT Changes made without LINQ Transport Authorization will result in a service Failure Fine of \$ 500

BILL TO: DFW LinQ Transport Inc 2004 L Don Dodson Dr Bedford, TX 76021 972-522-1500 972-522-1755

Please Sign: Alex Stankovic Driver Name: Isldore - Abdoulazim

Driver Cell: 605-838-9753 - 813-538-6872

(X) Accept Driver Email:

Tractor #: 602
Trailer #: 53112

() Dedine Trailer #: 531



Attention: Steven Nickerson

972-522-1500