



This confirmation governs the movement of the above referenced shipment and hereby amends and is incorporated by reference and becomes part of the Transportation Contract by and between Broker and Carrier. Carrier agrees to sign this confirmation and return it to Broker via fax before sending Carrier's truck to pick up the shipment. Carrier shall be conclusively presumed to have agreed to the rates set forth herein. By its signature, Carrier further represents and warrants that the rates are reasonable and compensatory and that the shipment would not have been tendered to Carrier at higher rates. Carrier agrees and understands that this is not a "Trip Lease" and that Carrier is an Independent Contractor with its own U.S. DOT Contract Operating Authority. Carrier understands that all permits and operating taxes are its sole responsibility. Carrier agrees to handle this shipment exclusively on Carrier's owned or leased equipment. Should Carrier "Broker" this shipment to an unrelated third party, this Confirmation of Contract Carrier Verbal Agreement is null and void. Carrier must advise Broker of any and all accessorial charges and or other charges within twenty-four (24) hours after delivery of this shipment. Failure to provide such notification, to Broker, could result in the inability of Broker to bill and collect such charges and therefore payment to Carrier shall be at the sole discretion of Broker.