



Rate Confirmation Agreement for Surge Transportation Inc.

SHIPMENT WEIGHT: If DRY load the total weight can be up to 45,000 lbs; if REFRIGERATED load the weight can be up to 44,000 lbs.

TRAILER REQUIREMENTS: All trailers must be food grade. No leaks, cracks, or odors are allowed. Commingling of product is not allowed even when there is room on the trailer. Shipments arriving with BROKEN SEALS, not broken by DOT, or at the INCORRECT TEMPERATURE are subject to complete refusal and a claim may be filed against the carrier for the full value of the product.

TRACKING: Mobile telephone satellite tracking is required for this load. Rate includes tracking and there is no charge to the driver's phone bill. If driver is not on tracking and we have to send in another truck to recover load, your company will be placed on our DO NOT LOAD LIST for poor communication. In order to QUALIFY FOR DETENTION your driver must have activated tracking for the duration of the entire trip to verify arrival and departure times. If tracking exception was made in extreme circumstance to remain on load without tracking, check calls must be made via email to ops@surgetransportation.com upon arrival and departure from both shipper and receiver and good communication is expected throughout the entire trip.

NON-COMPLIANCE: IF YOU PICK UP THIS SHIPMENT AFTER YOU HAVE BEEN SENT A CANCELANATION NOTICE DUE TO NON-COMPLIANCE YOU WILL BE PAID \$1.00 PER MILE FOR MOVING THE SHIPMENT.

TEAM LOADS: If you are on a team load we require two numbers for tracking. We must be notified immediately if drivers are changed and replacement drivers must also be tracking.

UNLOADING ADVANCES: Surge will advance unloading/lumper costs which occur during our operating hours. The check fee for this advance is \$10.00. Driver unloading is not permitted and not reimbursed. Send unloading advance requests to ops@surgetransportation.com at the time of unloading. If receipt is audited and not approved by Surge or customer, carrier will not be reimbursed. Lost/unapproved receipts will not be reimbursed and will be charged back if the funds were advanced.

FUEL ADVANCES vs. QUICK PAY: Surge DOES NOT provide fuel advances. Same day Quick Pay is available for 1% if invoice is received by 12noon EST. If after 12noon EST Quick Pay will be made the next day.

ON-TIME SERVICE: Surge is paying for On-Time Service. Carrier certifies that their driver, or drivers if team, has the AVAILABLE HOURS OF SERVICE to pick up and deliver this shipment ON-TIME. Carrier can be charged up to \$50 per hour for late pick ups/deliveries or \$300 per day for late deliveries. For non-preventable delays, fees can usually be avoided with an email notifying Surge of the late truck PRIOR to the miss. Customer chargebacks will be passed to the carrier for late fees if they occur.

IF THIS IS AN EXPEDITED SHIPMENT, YOU ARE BEING PAID A PREMIUM TO DELIVER ON-TIME. IF YOU DO NOT DELIVER ON TIME, THE RATE WILL BE ADJUSTED TO \$1.00 PER MILE.

UNAUTHORIZED LAYOVER: If carrier knowingly picks up this shipment late, or without available driving hours of service, and then cannot make delivery on-time, Surge will not pay layover fees for days required to reschedule delivery appointment.



APPOINTMENT RESCHEDULING: All appointment reschedules must be made by Surge. Carrier shall not reschedule any appointments – this applies especially in the case of WAL-MART the carrier WILL NOT reschedule delivery appointment and DELIVER EARLY as it causes a FINE from Wal-mart. If carrier reschedules any Wal-mart appointments they will be placed on the DO NOT LOAD list.

UNEXPECTED COSTS/FEES: If there are unexpected miles, layovers, or stop-offs that occur on this shipment before delivery the payment will be the following. Each additional stop off will be paid at \$75 per stop off. Each 24 hr day of layover will be paid at \$250 per day of layover. Out of route or additional miles will be paid at the SAME RATE PER MILE as the original agreement for hauling the load. Truck Ordered Not Used (TONU) will be paid at \$150.

DETENTION: Requests must be submitted to detention@surgetransportation.com within 5 days of delivery for audit. Approval/denial can take up to 45 days depending on the evidence. If approved, you will receive a new load # for detention only. Please submit invoice for the original load separately to expedite payment. We want you to be paid quickly and not delayed due to detention audit. Email the following information: load number, IN and OUT times written in the body of the email AND recorded on the BOL (attach BOL), indicate whether the detention request is for the pick up/delivery/both. The rate of pay for DETENTION is \$50.00 per hour, after 3 hours, in increments of \$12.50 per 15 minutes. Max \$250

CARRIERS MOVING PERISHABLE SHIPMENTS: Carrier will verify that the equipment is suitable for the transportation of food, dairy and milk products for human or animal consumption as well as other perishables, and will comply with all applicable laws and regulations, including maintenance of permits and record keeping requirements as defined by the Food Safety Modernization Act. Carrier warrants that Carrier will inspect or hire a service to inspect vehicle's refrigeration or heating unit at least once each month and that record will be retained for at least one year and provide copies to carrier's insurance and broker upon request. Each unit must maintain adequate fuel levels for refrigeration/heat and assume liability for failure to do so.

RECOVERY SERVICE: If carrier picks a load and is not able to deliver, any recovery costs will be charged back to carrier. Surge reserves the right to have another carrier or tow company deliver the load when a delay becomes excessive due to mechanical delay or other issue.

O.S.D./DAMAGES: must be emailed at the moment they occur 24/7 with UPC codes case counts, condition, and photos. If product is returned to the trailer, customer will decide disposition and payment will be the following: \$1.25 per mile, plus \$75 stop-off to take it to a local food bank or LTL dock, or return to shipper. If layovers are incurred to complete the return, payment is \$250 per day of layover. Each return or donation requires its own POD for payment of the return portion and/or payment for the original shipment. Non-compliance can further result in a cargo claim if valuable product is returned to trailer.

INVOICES: Please send your invoice, BOL, and any additional paperwork to:
invoice@surgetransportation.com

THANK YOU FOR YOUR PARTNERSHIP!

Remit to Address for Invoice / BOL:

Surge Transportation Inc.

6001 Argyle Forest Blvd. Suite 21-342

Jacksonville, FL 32244

(844) 591-6090

www.surgetransportation.com

Surge Transportation Inc.
6001 Argyle Forest Blvd. Suite 21-342
Jacksonville, FL 32244
844-591-6090 904-212-2172



Load Confirmation

10071547

Carrier: DUBAI EXPRESS HAUL LLC
LEXINGTON NE 68850
Date: 01/11/2021

Contact: MARK
Phone:

Order: **Order:** 10071547 **Commodity:** CONSUMER PACKAGED GOODS
Miles: 719.0 **Weight:** 18130.0
Temp: SET PER SHIPPER/ BOL INSTRUCTIONS **Trailer:** Van or Reefer (DAT)
BOL: 119815077 **Reference:** 23925788

PU 1 Name: DURO HILEX - MERIT LOGISTICS FARMERS BRANCH
Address: 4547 LANGLAND ROAD

FARMERS BRANCH TX 75244

Transaction Reference Number	TN	141653988
Shipment Origin Code	4B	ACE HARDWARE CORPORATION
Acceptable Source DUNS Number	AD	36-0700810
Previous Bill of Lading Number	PU	119815077
Mutually Defined	ZZ	53117-FV
Purchase Order Number	PO	QPK78

SO 2 Name: ACE HARDWARE DISTRIBUTION CENTER
Address: 5520 ASTROZON BLVD

COLORADO SPRINGS CO 80916

Previous Bill of Lading Number	PU	119815077
Appointment Number	AO	23925788
Mutually Defined	ZZ	CO01
Purchase Order Number	PO	QPK78

Payment **Carrier Freight Pay:** \$1,900.00
Total Carrier Pay: \$1,900.00
Please Log In to Triumph Pay for 1% Quick Pay



Attention: Vincent Farella
(844) 591-6090

Carrier Instructions and Requirements: This form must be completed and returned before driver can be loaded. The terms and conditions of this confirmation and the written bilateral master transportation contract between Surge Transportation, Inc. (a property broker) and Carrier shall govern this agreement, if any. Otherwise, the parties agree that the Transportation Terms and Conditions found www.surgetransportation.com shall govern.

DURO HILEX - MERIT LOGISTICS FARMERS BRA - ACEHAUL: DRIVER MUST EMAIL TRACKTRACE@SURGETRANSPORTATION.COM 45MIN PRIOR TO DETENTION STARTING. DETENTION IS NOT VALID FOR FCFS LOCATIONS. YOUR RATE CON WILL HAVE A WINDOW FOR PICKUP OR DELIVERY IF IT IS A FCFS LOCATION. DETENTION WILL MAX AT 250.00 PER 24HR PERIOD. ALL REQUESTS FOR DETENTION MUST BE EMAILED TO DETENTION@SURGETRANSPORTATION.COM WITHIN 48HRS OF DELIVERY.

DURO HILEX - MERIT LOGISTICS FARMERS BRA - ACEHAUL: MAY REQUIRE DRIVER ASSIST

Please Sign: *Abdikamil Ibrahim*

Driver Name: KAFI
Driver Cell: (614) 578-9128
Driver Email: info@dubalexpresshaulllc.com
Tractor #: 602
Trailer #: 5620164

(X) Accept

() Decline



Attention: Vincent Farella
(844) 591-6090