

## Rate Confirmation for DUBAI EXPRESS HAUL LLC (117729)



Pricing Schedule #: KLM1822441-C

Pro: 426243725

VISIT OUR CARRIER PORTAL AT [carriers.arcb.com](http://carriers.arcb.com) TO SEE AVAILABLE LOADS, POST EMPTY EQUIPMENT, AND GET PAID FASTER (2 day, 5 day, or 10 day terms)

<b>Shipper</b> EnerSys	<b>Contact</b> Main
7055 Ambassador Drive	<b>Phone</b> (484) 244-4150
Allentown, PA 18106	<b>Pickup Date</b> 09/02/2021
	<b>Pickup Between</b> 08:00 - 15:00

<b>Consignee</b> Dagle Electrical Construction	<b>Contact</b> Main
600 Iron Horse Park	<b>Phone</b> (800) 379-1459
North Billerica, MA 01862	<b>Delivery Date</b>
	<b>Del Between</b>

Shipment Specifics		
Commodity: <b>Batteries non haz</b>		Miles: <b>310.5</b>
Dimensions: <b>53 x 8 x 8</b>	Units: <b>26 Pallet</b>	Weight: <b>26660</b>
<b>[BOOKED AS FULL LOAD]</b>		

ArcBest Contact	
<b>Name</b> Taylor Efurd	<b>Phone</b> (877) 279-8144
<b>Address</b> 8401 McClure Drive	<b>City, St, Zip</b> 72916

Equipment Type	U.S. Dollars
Van, Full	<b>\$2150.00</b>

Shipment Requirements

Special Instructions

Bill Of Lading Notes
• PO# 1000063710

Load Tracking
ArcBest requires all carriers not set up with an EDI/API connection, or similar technology to provide automated status reporting, to have their drivers accept Mobile access for automated status updates. <b>If carrier fails to approve mobile phone status updates or otherwise provide automated reporting for the duration of this load, the carrier must provide accurate transit updates at least twice per day.</b> Note: Carriers that do not provide automated updates and do not accept MacroPoint <u>will not</u> be part of our preferred network.

ADIFAGH

Driver Name

Please review, sign, and fax back to (479) 494-6800.

(612) 427-0826

Driver Cell Number

x Kamil

DUBAI EXPRESS HAUL LLC - kamil

Payment of Invoice		
Required Documents	Web Pay Terms	Fast Pay Terms
Invoice	2-3 days: 2.95%	2-3 days: 4.25%
Signed Proof of Delivery	5 days: 1.50%	5 days: 3.00%
	10 days: No Charge	30 days: No Charge
Documents can be submitted by email, fax, U.S. Mail, or online through our Carrier Portal.		

**Email:** truckloadinvoices@arcb.com  
**Fax:** 479-785-6016 (Invoice and POD Only)

If you are unable to fax or email required documents, mail to:  
Arcbest Truckload  
Attn: Purch Trans A/P  
PO Box 10048  
Fort Smith, AR 72917-0048

## Terms and Conditions

ArcBest Logistics, Inc. (herein "BROKER") is a Property Broker performing services hereunder, carrier or its subcontractors shall only seek freight charges from BROKER. Carrier is a non-agent independent contractor to BROKER. Carrier agrees to indemnify, defend and hold harmless BROKER from any and all demands, claims and causes of action for liabilities, damages, costs, expenses, fines and penalties, including attorneys' fees and all litigation costs, for personal injuries, including death, and/or property damage (including environmental and cargo loss and/or damage) caused by you or your subcontractors arising from: (1) services provided by Carrier or its subcontractors under this Rate Confirmation; (2) breach of this agreement; (3) any and all liens placed on property transported under this Rate Confirmation; (4) violations of applicable laws or regulations; and/or (5) subcontracting any shipments without BROKERS prior written approval. Shipments hereunder will be governed by U.S. federal laws and regulations. Carrier cannot subcontract services hereunder without BROKERS prior written approval, and any such subcontractor whether approved or not approved by BROKER shall be considered carrier's agent. Carrier or its subcontractors or agents waive any and all lien rights they may have as to any shipments tendered under this Rate Confirmation.

On behalf of shipper, consignee and broker interests, to the extent that any shipments subject to this Agreement are transported within the state of California on refrigerated equipment, CARRIER warrants that it shall only utilize equipment which is in full compliance with the California Air Resources Board (CARB) Transport Refrigeration Unit (TRU) Airborne Toxic Control Measure (ATCM) in-use regulations. CARRIER shall be liable to BROKER for any penalties, or any other liability, imposed on, or assumed by BROKER due to penalties imposed on BROKER or its customer because of CARRIER's use of non-compliant equipment.

If Carrier does not meet delivery dates or times, BROKER may deduct from its payment to Carrier any costs and/or reduced charges incurred by BROKER as a result of such service failure. Before payment can be processed, Carrier must supply a bill of lading signed by both the Shipper and the Consignee. In the event loss and/or damage is noted on the delivery document or BROKER is notified that such has occurred on a shipment, or carrier fails to provide BROKER with requested documents or information, BROKER has the right to withhold all or part of payment to the carrier pending resolution of the loss and/or damage claim or Carrier providing required documents or information.

Carrier hereby grants a contractual right of subrogation to BROKER (and shall cooperate in any manner) for cargo loss and/or damage claims paid by BROKER for claims caused by Carrier or its subcontractors. Notwithstanding any cargo liability limitations contained in any bill of lading or other pickup/delivery document used for shipments performed under this Rate Confirmation, Carrier shall be liable for cargo loss and/or damage as provided in this Rate Confirmation and the Carrier Agreement between the two parties.

Carrier shall be solely responsible for any additional charges, and hereby waives detention charges, due to Carrier's failure to meet pickup and delivery appointments. If arrival times are met, detention charges will begin after free time of two hours is exceeded. Carrier must notify BROKER at 877-279-8144 at least thirty minutes prior to free time of two hours is exceeded so that BROKER has the opportunity to mitigate the delay. Carrier's failure to do so will result in forfeiture of accrued detention charges. Further, failure to notify BROKER at least thirty minutes prior to free time ending will extend free time another thirty minutes from when Carrier last notifies BROKER about its detention. Unless otherwise agreed to in writing, BROKER standard accessorial and/or applicable fuel scale will apply. The BROKERS standard accessorial and fuel scale can be found on our Carrier Portal at <https://carriers.arcb.com>.

Carrier shall only transport the load indicated in the Rate Confirmation, and shall not reconfigure such load in order to haul an additional load. If Carrier violates this provision, then, Carrier will not be paid by BROKER, consignor or consignee, and Carrier hereby waives its right to payment indicated in the applicable Rate Confirmation from anyone. Carrier may only reconfigure the Rate Confirmation load with BROKERS prior approval in writing on the Rate Confirmation.

By accepting transportation services under this Rate Confirmation, Carrier agrees to the terms and conditions contained herein and in the BROKERS Carrier Agreement, which is incorporated herein by reference. Any bill of lading utilized for this shipment shall only serve as a receipt of goods, and the terms therein, shall not apply to the shipment(s) under this Rate Confirmation. Shipments hereunder will be governed by U.S. federal laws and regulations and venue shall be in a state or federal court in the State of Arkansas, Sebastian County.