



(704)806-6929
7410 Sparkleberry Dr.
Indian Trail, NC 28079

DATE:	INVOICE#
05-12-17	17-192

Bill to: U. S. Express Logistics
P. O. Box 9349
Louisville, KY 40209

TERMS: net 30 days

DESCRIPTION	RATE	AMOUNT
ONE LOAD DONE ON: 05-05-17 FROM: La Porte, TX TO: Aurora, CO TRUCK # 101 Load # 3016059 Segment# 3072462	\$2,000.00	\$2,000.00
Make all checks payable to: Transfac Capital, LLC P.O.BOX 3238 Salt Lake City, UT 84111	TOTAL DUE: \$2,000.00	



U.S. Xpress Logistics
PO Box 9349
Louisville, KY 40209

5/1/2017 8:46:59 AM

Load Tender and Rate Agreement Sheet

Please submit your load paperwork and invoices using
TRANSFLO \$Velocity using Broker ID: XONEV

Carrier Must Reference Ord#: 3016059 on invoice to expedite
payment process.

Detention is waived if Carrier misses their Appointment time

If you are submitting paperwork for a Quick Pay using
TRANSFLO \$Velocity, please use Broker ID: XONEVQP as
this will expedite the request.

Carrier: DMS EXPRESS INC
INDIAN TRAIL, NC
704-806-6929

DMSIND Segment#
3072462

Order#: 3016059

Equipment VAN
Type:

Miles: 1038

Size:

Origin Pick LIVE LOAD
Up:

Final Delivery: LIVE
UNLOAD

LOAD IS NOT TO BE BROKERED OR FEES CAN OCCUR

Dispatch Instructions:

Driver must say they are picking up and delivering for USX Logistics.
Carrier must provide notification to USX Logistics in advance of the scheduled appointment time stated herein if there is any service deviation potentially causing a missed pick up or delivery appointment
Carrier must provide: IN and OUT times at both shipper & consignee, Tractor & Trailer #, Driver Name & Cell Phone, PRO number & after hours contact
Carrier must provide: notification of any unplanned accessorial charges within 24 hours of the event & prior to detention is occurring and have the BOL signed and noted with the in and out times to receive payment for detention.
Carrier must provide a signed lumper receipt to receive payment.
If the BOL provided by the shipper is different from the information on this Rate Agreement the driver must contact the Carrier Rep listed below

Total Weight: 42,796 LBS

Linehaul Pay: \$2,000.00

Fuel Surcharge: \$0.00

Add. Accessorials: \$0.00

Service Bonus: \$0.00

Ord# 3016059 Total Pay \$2,000.00
(USD):

Order Comments:

BOL#: LD13434 USX SHIPMENT ID: 01-6621426 FRT DETAIL PO #: LD13434 TO SHIPPER: DETENTION AFTER 3 HOURS. CARRIER MUST CALL AT ONE HOUR IF NOT UNLOADED OR DETENTION WILL NOT BE PAID. ****POD MUST BE SENT IN BY 48 HOURS OF DELIVERY*****

Company	Pallets/Pcs	Appointment Type	Early	Late	Weight UOM
P/U Point GULF WINDS PORT CROSSING 1842 S 16TH ST LA PORTE, TX/HAR 77571 Commodity: UNKNOWN	1	QTOPS MBOL: LD13434, Frt Detail PO #: LD13434	5/3/2017 8:00 AM	5/3/2017 3:00 PM	42796LBS
D/R Point ANHEUSER BUSCH 19755 E 35TH DR AURORA, CO/ARA 80011 Commodity: UNKNOWN	1	QTOPS MBOL: LD13434, Frt Detail PO #: LD13434	5/5/2017 7:00 AM	5/5/2017 7:00 AM	42796LBS

Carrier Rep: ANDREW MCWILLIAMS

Carrier Contact Name: John

Date:

Email: AMCWILLIAM@USXPRESS.COM

Phone: (423)510-4404

Carrier Signature:

Please Sign and Fax back to U.S. Xpress Logistics @ (423)485-6654

Terms and Conditions: U.S. Xpress Logistics hereby referred to as USX Logistics

- The rates set forth in this an independent contractor agreement ("Agreement") between the parties and are for the above stated service/load only and are not valid for any other business between the undersigned parties.
- Carrier agrees to indemnify, defend and hold harmless USX Logistics and its customers from any loss, damage, liability, expense or claim relating to, resulting from, or arising out of Carrier's services, including, but not limited to, Carrier's negligent or willful acts or omissions. Carrier shall be liable for all loss, damage, injury to or delay of freight shipped hereunder in accordance with 49 U.S.C. 14706.
- USX Logistics agrees to pay Carrier within 30 days of receipt of Carrier's undisputed invoice provided all necessary documentation, including but not limited to the original Bill of Lading for the load and the rate confirmation sheet with amounts matching the invoice, has been provided to USX Logistics. Carrier agrees to look solely to USX Logistics for payment and shall not make any demand upon USX Logistics' customer ("Shipper") for payment. Shipper is a third party beneficiary of this Agreement. USX Logistics will have the right to offset payments owed to Carrier upon a claim by USX Logistics or Shipper regarding any damage to any shipment.
- Carrier understands and agrees that for a period of 1 year from the date of the Agreement, Carrier shall not back solicit, directly or indirectly, any Shipper whose transportation needs were disclosed to Carrier in connection with this Agreement. As liquidated damages, Carrier agrees to pay a 15% commission on all traffic handled for Shippers whose transportation needs were disclosed to Carrier in connection with this Agreement for a period of 1 year.
- Carrier warrants to USX Logistics (and Shipper) that it meets the following criteria and that it shall promptly notify USX Logistics (and Shipper) of any failures to meet any of the following criteria: (a) Carrier shall maintain all risk cargo insurance in the amount of not less than \$100,000 per shipment; (b) Carrier shall maintain motor carrier automobile public liability insurance for property damage and personal injury in the amount of not less than \$1,000,000; (c) Carrier shall maintain workers compensation insurance as required by state law; (d) Carrier shall agree to provide certificates of insurance upon request; (e) Carrier shall maintain "Satisfactory" U.S. DOT safety ratings or the equivalent CSA scores and is otherwise authorized to provide the proposed services; and (f) Carrier shall be in compliance with all applicable laws.
- Carrier agrees that all freight tendered to it by USX Logistics shall be transported on equipment operated only under the authority of Carrier and Carrier shall not in any manner subcontract or broker the freight to a third party. Should Carrier violate this provision, Carrier agrees that USX Logistics, at its option, shall not pay any freight bills submitted by Carrier applicable to such unauthorized brokerage and/or shall pay the third party directly. Further, Carrier agrees that in the event of such unauthorized brokerage all limitations to Carrier's cargo liability and/or Carrier's other liabilities shall, at USX Logistics' option, become null and void.
- Carrier agrees that the rates and charges herein are the only rates and charges to be paid by USX Logistics. No other tariff rates or charges will apply. USX Logistics will only pay additional charges if charges are agreed to in writing and USX Logistics is able to collect the charges from Shipper. Carrier must inform USX Logistics within 24 hours of any unplanned accessorial or other additional charges incurred. USX Logistics will not reimburse detention charges unless "in" and "out" times are clearly stated on the Bill of Lading. USX Logistics will reimburse Carrier for approved lumber costs upon submission by carrier of a signed receipt.
- If a shipment is rejected by Consignee, USX Logistics has the option to either (1) have Carrier place the load in storage or (2) have Carrier return it to the point of origin or some other point of destination specified by USX Logistics.
- If Carrier cannot complete delivery as agreed, USX Logistics may take whatever steps necessary to have such shipment completed, with Carrier responsible for any extra costs incurred by USX Logistics in doing so.
- Carrier waives all rights to any claim for a lien on the shipment.
- Carrier is to be named on the Bill of Lading as "carrier of record". Any term or provision on a bill of lading or other document inconsistent with this provision is void and unenforceable.
- This written Agreement contains the entire Agreement between the parties and may only be modified by signed written Agreement. If there is a signed Broker/Carrier Agreement or signed accessorial Agreement in effect between Broker and Carrier, any terms of such Agreement that conflict with this Agreement shall take precedence over this Agreement. Tennessee law, venue and jurisdiction shall apply. Failure by USX Logistics to enforce any provision of this Agreement does not constitute any waiver of any rights or remedies under this Agreement. If any provisions of this Agreement are declared invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.
- Carrier's signature below or its acceptance of any load tendered by USX Logistics constitutes confirmation of and agreement to all information and terms and conditions set forth above and posted at <http://www.usxpresslogistics.com>.

Carrier Rep: ANDREW MCWILLIAMS

Carrier Contact Name: John

Date: 05/01/17

Email: AMCWILLIAM@USXPRESS.COM

Phone: (423)510-4404

Carrier Signature: John Mamedov

Please Sign and Fax back to U.S. Xpress Logistics @ (423)485-6654



Gulf Winds®

Gulf Winds International, Inc.
411 Brisbane, Houston TX 77061
Phone: 866-238-4909 / Fax: 713-747-5330
http://www.gwii.com

BILL OF LADING

TD 21

Victor (470) 334-1604

CUSTOMER PO 4504846325		SHIP DATE	DATE 05/03/2017	B/L No. 2138360
EQUIPMENT # 1558	DELIVERY DATE 05/03/2017	APPOINTMENT	SEAL# 187230 <i>Intact by: DA</i>	FREIGHT CHARGES COLLECT
REF # CAIU8646200		CARRIER CUSTOMER PICKUP		
SHIPPER		CONSIGNEE		
GULF WINDS INTERNATIONAL, INC. 1842 SOUTH 16TH STREET LA PORTE, TX 77571		CUSTOMER PICKUP - -,-		

QTY	PKG TYPE	HZ	DESCRIPTION OF ARTICLES	WEIGHT (LBS)
20	PLT		<p>BEER - STEL ART CAN SLK 2X12 033L TRA US - 2160 COUNT RCV INFO: EQUIPMENT-CAIU8646200, PO-4504846325/SSM#022096168, OBL-MSCUKK178214</p> <p>CARRIER: PLEASE CALL YOUR DISPATCHER TO CONFIRM FINAL DELIVERY LOCATION. GULF WINDS WILL NOT BE HELD RESPONSIBLE IF THE CARRIER HIRED DELIVERS TO THE INCORRECT CONSIGNEE</p> <p><i>05-05-17</i></p> <p><i>✓ on t</i> <i>09:16 AM</i> <i>Denise Aquino</i></p>	42796.13

TOTAL QTY: 20 PLT **Total Weight: 42796.13 LBS; 19412.3 KGS**

RECEIVED IN GOOD ORDER BY: *Victor Carol*

Unit Can

Signature: _____ Date/Time: *07:03 AM 05-05-17*

37427554

Drivers Licence Number

Intermodal Certification
This is to certify the above is true and correct. All product in excellent condition unless otherwise noted.

C.O.D Charges to be paid by:
____ Shipper ____ Consignee

Subject to Section 7 conditions, if this shipment is to be delivered to the consignee without resource on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

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(Signature of consignor)

Terms and Conditions: ALL SERVICES PROVIDED BY GWII HEREUNDER ARE SUBJECT TO THE APPLICABLE TERMS AND CONDITIONS AT www.gwii.com, WHICH ARE INCORPORATED HEREIN FOR ALL PURPOSES, UNLESS OTHERWISE AGREED TO IN WRITING BY THE PARTIES.

By: Denise Aquino **ORIGINAL**