

# Rate Confirmation <sup>So</sup> Load 31921632

Send invoices to: CarrierInvoices@coyote.com 960 Northpoint Parkway Suite 150 Alpharetta, GA 30005

# 877-6COYOTE (877-626-9683)

Cust Requir	ements	Booked By	Get C	CoyoteGO	teGO Today!	
Equipment	Van, 53'	Jared Soderholm	<ul> <li>Dispatch</li> </ul>			
Pre Cooled Temp	None	Jared.Soderholm@coyote.com	<ul> <li>Send updates</li> </ul>	,	ailable for An-	
Load Temp	None	Phone: +1 (773) 365 6497	 Check in		id or iPhone, App Store or	
Tarps	Undefined	x2228	Submit paperwo		Google Play	
Value	\$100,000	Fax: +1 (773) 365 7804				

### Load Requirements

Team Tech Tracking Required Repair Receipt Required For Breakdowns All Pages Of POD Required

### **Equipment Requirements**

E-Track No Roll Door No Reefer Trailer Must Have All-Wood Floors

### Notes

All Van/Container loads MUST be sealed at origin either by shipper or driver with a seal number noted on bill of lading. The driver is responsible for re-sealing the trailer after each pickup/drop on a multi-stop shipment. In the event a shipment that was sealed at origin or after each additional pickup/drop arrives at the destination with a tampered seal or without the seal intact then (i) the Carrier shall be liable for any shortage or damage claims with respect to such shipment and (ii) the shipper shall have the right, in its sole discretion, to deem the entire shipment damaged, adulterated/contaminated and unsalvageable, without the need for any inspection and the Carrier shall be liable for the full value of the shipment. Carrier is required to weigh shipment within 50 miles of departing each shipper. If carrier fails to weigh shipment within 50 miles of departing each shipper. If carrier fails to weigh shipment within 50 miles of departing each shipper requirements at the facility. All drivers must wear masks or facial coverings to the extent required by laws or facilities. **Carrier must be in full compliance with the Food Safety Modernization Act (FSMA), if applicable. By accepting the shipment, Carrier agrees that the driver has consented to receiving text messages and/or phone calls from or on behalf of Coyote.** 

Approval for payment of detention is contingent upon the following eligibility requirements:

- 1) Carrier must report facility departure time and total detention hours within 24 hours of shipment delivery at the final facility.
- 2) Carrier must provide proof of the on time arrival and departure times in the form of a BOL or other shipping document with arrival and departure times notated by facility within 24 hours of shipment delivery at final facility.

# **Route Directions**

Carrier acknowledges that any routing instructions from the shipper herein are being provided for convenience only, and the Carrier may choose the route.

# Signature Line

By signing below, BRZ agrees to the terms and conditions set forth below and provided herewith, if any.



# **Rate Confirmation**

Appointment Scheduled For Tue 09/10/2024 at 14:00 Driver Work No Touch SLIC N/A		Facility Notes **MACRO/ GPS tracking REQUIRED** -If drivers come inside they are required to wear PPE no exceptions. -Hearing protection and safety glasses required at all times. **MACRO/ GPS tracking REQUIRED** **DRIVER MUST HAVE HYG/RYDER BOL LOCATED IN THE DOCS TAB TO BE LOADED. MUST BE SENT TO CARRIER UPON BOOKING**
Packaging	Load On	Exp Wt
Crate	Pallets	40,000 Lbs
Appointment Scheduled For Wed 09/11/2024 at 09:00 Driver Work No Touch SLIC N/A		Facility Notes STRICT APPT. **\$200 LATE FEE IF OVER AN HOUR LATE. MUST NOTIFY COYOTE IMMEDIATELY OF ANY DELAY IN TRANSIT** Must call Coyote if there is a delay. The carrier will be responsible for all charges from the reciever if late.
	Tue 09/10/2024 at 14:00 Driver Work No Touch SLIC N/A Packaging Crate Appointment Scheduled For Wed 09/11/2024 at 09:00 Driver Work No Touch SLIC	Tue 09/10/2024         at 14:00         Driver Work         No Touch         SLIC         N/A         Packaging       Load On         Crate       Pallets         Appointment Scheduled For         Wed 09/11/2024         at 09:00         Driver Work         No Touch         SLIC

# Stop 2 Reduirements

\$200 Late Fee	Must Secure	Load	Facemask Requir	ed Pap	erwork Required Within 48 Hour	rs
Commodity			Pa	ackaging	Load On	Exp Wt
Forklifts and/or For	klift Parts		Cr	ate	Pallets	40,000 Lbs
Charges					Contact	
Description		Units	Per	Amount	Send invoices to:	Please contact Coyote

Description	Units	Per		Send invoices to:	Please contact Coyote
Fuel Surcharge	730.00	\$0.430	\$313.90	960 Northpoint Parkway Suite 150	at 877-626-9683 if the charges are incorrect.

COYOTE	Rate	Con	firmat	tion		Load
Flat Rate		1.00	\$1,486.100	\$1,486.10	Alpharetta, GA 30005	
Total			US	D \$1,800.00		

# Agreement

Carrier Riki Transportation Inc USDOT 3119062 Phone None Email luke@rtbrz.com Fax None

Broker Coyote Logistics, LLC Rep Jared Soderholm Title Sales Rep Phone +1 (773) 365 6497 x2228 Fax +1 (773) 365 7804 Date 09/10/2024 07:54

By signing below, BRZ agrees to the terms and conditions set forth below and provided herewith, if any.

Name and Title (Print)

Luke Miche Signature

Date

### PLEASE SIGN THIS AGREEMENT AND EMAIL TO Jared.Soderholm@coyote.com

Coyote Logistics, LLC is an Equal Opportunity Employer

# 31921632



**Rate Confirmation** 

# **Terms and Conditions**

The Broker-Carrier Agreement or Carrier Agreement (in each case, the "Agreement") between Coyote Logistics, LLC, a Licensed Property Broker - USDOT # 2236410, and BRZ is amended by the verbal agreement between Jared Soderholm of Coyote Logistics, LLC hereafter referred to as BROKER, and Luke of BRZ hereafter referred to as CARRIER, dated 09/10/2024.

This confirmation is subject to the terms of the Agreement and this document constitutes an amendment thereto. If the CARRIER has not signed the Agreement, then the rate shown above is the agreed individually negotiated rate and no other rate shall apply including any carrier tariff rate or terms.

THIS LOAD SHALL NOT BE DOUBLE BROKERED. No additional charges not listed above may be added by the CARRIER. Any additional charges must appear on a revised confirmation sheet signed by the BROKER. CARRIER must include signed copy of the shipper's bill of lading and any other proof of delivery with invoice to BROKER. Rates, except as specifically designated above, are inclusive of any fuel surcharge. CARRIER certifies that it is in compliance with all requirements of the California Air Resources Board (CARB) that are applicable to the scope of CARRIER's operations, including, but not limited to: Statewide Truck and Bus Regulations, Transport Refrigeration Unit (TRU) Regulations, Tractor-Trailer Greenhouse (GHG) Gas Regulations, and Drayage Truck Regulations. CARRIER also warrants that it is in compliance with any comparable requirements of the Environmental Protection Agency (EPA) and other states, where applicable. CARRIER shall be responsible for any fines imposed on BROKER and/or shipper resulting from noncompliance.

CARRIER hereby confirms that it maintains applicable and valid insurance without exclusions that would prevent coverage for the items listed above. CARRIER has at least \$100,000.00 in cargo insurance and \$1,000,000.00 in automobile liability coverage. CARRIER further confirms that in transporting the shipment described hereinabove, it will comply with all U.S. DOT and FDA regulations applicable to its operations while transporting said shipment, including, but not limited to drivers' hours of service, and the Food Safety Modernization Act (FSMA), if applicable. CARRIER agrees to the attached requirements from the shipper, if any.

#### ALL LOADS ARE SUBJECT TO ELECTRONIC TRACKING

By accepting this shipment, CARRIER agrees that it has obtained a written agreement from each driver transporting a shipment tendered by BROKER to CARRIER pursuant to the Agreement in which each driver provides all necessary consents to (i) receiving text messages and/or phone calls from or on behalf of BROKER and (ii) allowing BROKER or its vendor to track such driver's location while transporting such shipment. CARRIER shall comply with all applicable laws relating to the collection, use, storage, retention, disclosure, and disposal of any information CARRIER provides to BROKER, including information regarding the drivers transporting shipments. CARRIER shall indemnify, defend, and hold BROKER and its affiliates harmless from and against any and all claims, damages, liabilities, losses, actions and expenses (including attorneys' fees) arising out of or in connection with CARRIER's breach of this Section. This Section shall survive the expiration or termination of the Agreement between BROKER and CARRIER.

#### Operating Requirements Hyster Yale Group

Carrier shall adhere to the following customer requirements:

CARRIER must supply only clean, physically-sound equipment, which is free of mold, rodents and insect infestation. Equipment must be food grade approved when requested.

#### **Equipment Requirements:**

#### **Dry Van Equipment**

- 53' (length) trailers of standard width air ride preferred;
- Reefers, with wooden floors, may be substituted with prior approval;
- Trailers on outbound shipments must have wooden floors;
- Metal floors are approved for Intermodal shipments;
- Trailers must be blocked for every load. CARRIER is to provide at no additional charge;
- Load straps are required for outbound shipments. Shipments from Berea, KY, will require eight (8) load straps per load. Shipments from Greenville, NC, will require 12 load straps per load.
- Load bars are approved for inbound securement.

#### Flatbeds

- 48' / 53' (length) trailers of standard width
- Oversized, over-dimensional, multi-axle or other specialized equipment may be required as needed
- Step Decks may only be substituted with prior approval
- Header Boards may be required at no additional cost
- Side Kits, V-boards, or stanchions required on some loads at no additional cost
- For every load, all trailers must be blocked. Carrier is to provide at no additional charge
- Lumber to be provided at no additional charge

On-Board Communications Requirements; Cell Phone, Satellite, or Pager

For inter-plant shipments (point-to-point), <u>CARRIER does not return any damages and overages</u>. All products will be retained by the receiving location.

#### Cross-Border Requirements:

- i. Carrier will not be required to have C-TPAT Certification for shipments originating in the U.S. with a final destination in the U.S.
- ii. Carrier must be C-TPAT Certified for any imported shipments with a final destination in the U.S.; Shipment must be transported under C-TPAT protocol and procedures.
- iii. Carrier must be FAST certified for Canada / U.S. Border Crossing. FAST certified drivers are to be provided for crossborder moves.

#### Health, Safety, and Treatment of Personnel

- (a) Carrier recognizes that safe, on-time, dependable, damage-free and accident-free performance by Carrier is essential to Shippers business and operations.
- (b) Carrier and its employees must wear proper safety protection, clothing and equipment at all relevant times while performing the Services. In addition, Carrier will at all times use reasonable care and due diligence to safeguard against accidents, damages, and injuries to persons or property, and Carrier shall not assign any person to perform services if, among other things, he or she does not possess the training or qualifications to perform all assigned duties, or poses a risk to health, safety, or welfare of any other person or themselves. Carrier further warrants that that all employees on Shipper's or Shippers End-User premise(s) have been provided with all appropriate safety training.

(c) While at or on the premises of SHIPPER, personnel of Carrier will: (i) conduct themselves in a businesslike manner; and, (ii) comply with the requests and standard rules of SHIPPER regarding safety and health and personal, professional and ethical conduct.

#### **Prohibited Persons and Entities**

Carrier personnel performing services, regardless of their location, shall be validated by Carrier upon assignment to not have been on any list published and maintained by the government of the United States of persons or entities with whom any U.S. person or entity is prohibited from conducting business with. Presently, the lists of such persons or entities include the following Web sites: (1) Denied Persons List on the Bureau of Industry and Security at http://www.bis.doc.gov/dpl/default.shtm; and (2) the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury at http://www.ustreas.gov/offices/enforcement/ofac/sdn/index.html.

If either party becomes aware of any Carrier personnel involved in providing services being included in the list of prohibited persons or entities, Carrier shall promptly remove such personnel. Carrier shall conduct a quarterly review of the lists mentioned above and shall provide Shipper with the results of such reviews. Carrier shall report to Shipper immediately if the name of any Carrier personnel is placed on any list published by the government of the United States of persons or entities with whom any U.S. person is prohibited from conducting business with and shall immediately, at Carrier's sole cost and expense, remove such personnel from performing any of the Services. Any such personnel so removed shall be replaced by Carrier with qualified personnel whose names do not appear on any such lists as soon as possible after any such removal.

- 1. <u>Code of Conduct/Ethics</u>: CARRIER shall conduct business in a manner that is consistent with Shipper's code of ethics/conduct, and in accordance with local laws and regulations during service delivery.
- 2. Hazardous Materials
  - (a) 8.1 Prior to Carrier handling any hazardous materials, the parties will set forth on the applicable Statement of Work UN#, Class, Packing Group, Packaging Type & Size, Volume or SDS sheets, and any applicable handling requirements and responsibilities of the parties.
  - (b) 8.2 Carrier must not store any other organization's hazardous materials at any of the dedicated sites where Shipper's goods/products/materials are stored, without Shipper's prior written approval. For the avoidance of doubt, Carrier is to store only Shipper's goods/products/materials at the appointed, dedicated storage sites.
  - (c) For any goods/products/materials that contain any hazardous substances or materials, Shipper agrees to timely furnish Carrier with all correct and proper information (such as material safety data sheets ("MSDS") and handling instructions to enable Carrier to safely store and prepare the goods/products/materials for shipment, including but not limited to proper packaging, labeling, shipping documentation and certifications, in a manner that allows such shipments to be transported safely and in accordance with all applicable laws and regulations.
  - (d) Shipper and Carrier shall maintain updated copies of applicable hazardous materials regulations. Carrier hereby agrees that its Carrier's employees are adequately trained or certified to handle such Hazardous Materials with respect to the requirement of such regulations.
  - (e) Shipper shall be considered the waste generator and waste transporter for any hazardous waste that is generated from the goods/products/materials during the performance of the services herein. Unless otherwise set forth in an applicable SOW, Carrier's obligations, with respect to such hazardous waste, shall be limited to safely preparing such waste for pickup in accordance with proper and compliant procedures, as detailed by Shipper, for pickup and disposal by Shipper's appointed disposal agent and licensed carrier or transporter (for disposal at a permitted and licensed disposal site). Shipper shall be responsible for all hazardous waste disposal costs. Carrier shall not be liable or responsible for the actual disposal of such hazardous waste.
  - (f) Carrier agrees to take all actions necessary, at its expense, to protect its unauthorized employees and third parties, including and without limitation, Shipper's agents, from any exposure to hazardous materials when performing services.
  - (g) Carrier agrees to report, to the appropriate government agencies, all discharges, releases and spills of

hazardous materials that it is required to report under any environmental law. Carrier also agrees to immediately notify Customer of these incidents and of the reports it has submitted to any government agencies.

Carrier shall take all actions necessary, at its expense, to protect its unauthorized employees and third parties, including and without limitation, Shipper's agents, from any exposure to hazardous materials when performing services.

#### CODE OF CONDUCT FOR BUSINESS PARTNERS

Hyster-Yale Group, Inc., together with its subsidiaries collectively referred to as "Company") is committed to achieving the highest standards of legal and ethical conduct for itself and its directors, officers and employees. As a part of maintaining these high standards, the Company requires that its Agents, Consultants, Dealers, Distributors, Sales or Service Agents, Suppliers, and transportation service provider ("CARRIER") will uphold these same standards. Over and above the strictly legal aspects involved, CARRIER, and its personnel are expected to observe high standards of business and personal ethics in the discharge of your responsibilities to Company.

#### I. INTRODUCTION

The Code of Conduct for Business Partners (the "Code") is designed to explain how the Company expects that CARRIER will conduct its business dealings with the Company or when acting on its behalf, if so authorized. The Code obligates CARRIER to abide by the Company's tradition of honest, ethical and lawful behavior, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships.

The Code applies to all of your personnel in any way involved in transactions with or for the Company. All such personnel should be thoroughly familiar with the Code. Copies of the Code are available upon request without charge from the Company.

CARRIER is responsible for reporting violations of law or the Code to the Company's legal department. The following is a summary of the Company's expectations.

#### II. <u>STATEMENT OF POLICY CONCERNING CONFLICTS OF INTEREST, BUSINESS GIFTS AND ENTERTAINMENT,</u> POLITICAL CONTRIBUTIONS, AND GOVERNMENT OFFICIALS AND OTHER ILLEGAL PAYMENTS

<u>Conflicts of Interest</u>. CARRIER should avoid situations where its private interests interfere in any way with the Company's interests. CARRIER needs to be especially sensitive to situations that have even the appearance of impropriety and promptly report them to the Company. If CARRIER believes that a transaction, relationship or other circumstance creates or may create a conflict of interest, CARRIER should promptly report that concern to the Company so that a determination can be made whether the situation constitutes an actual conflict of interest. It is the Company's policy that circumstances that pose a conflict of interest are prohibited unless a waiver is obtained.

<u>Business Gifts and Entertainment</u>. Except as set forth below, you are prohibited from making any gift, payment or loan, or from granting any favor, to the Company or any Company personnel, or to any present or prospective customer, supplier, service provider or any other business partner, particularly where the purpose is to influence his business judgment or to induce him to compromise his duties. CARRIER is not permitted to accept from such persons or entities any similar gifts, payments, loans or favors when acting for or with the Company. These prohibitions do not include (a) the gift or receipt of reasonable favors or gifts of tangible property of nominal value not exceeding normal standards of ethical business conduct or (b) normal entertainment for business purposes consistent with customary industry standards.

<u>Political Contributions</u>. CARRIER may not promise or make any contribution, directly or indirectly, on behalf of the Company to any political party or candidate for public office.

<u>Government Officials and Illegal Payments</u>. CARRIER is prohibited from making any gift, payment or loan, or from granting any favor, to any present or prospective domestic or foreign government officer or agent, particularly where

the purpose is to influence his business judgment or to induce him to compromise his duties. CARRIER also are not permitted to accept from such persons or entities any similar gifts, payments, loans or favors on behalf of Company or while working on behalf of Company. This prohibition does not include favors or gifts to a domestic or foreign government officer or agent of tangible property of nominal value not exceeding normal standards of ethical business conduct for business purposes consistent with customary industry standards, so long as such favors, gifts or entertainment are consistent with applicable governmental laws and regulations of all applicable jurisdictions including, without limitation, the United States (e.g., the U.S. Foreign Corrupt Practices Act) and the country represented by the government officer or agent.

#### III. CORPORATE OPPORTUNITIES

CARRIER is not permitted to take for itself or others opportunities intended for Company. CARRIER also are prohibited from competing with Company and using Company property, information or position for personal gain.

#### IV. PROHIBITION AGAINST USE OF CONFIDENTIAL "INSIDE" INFORMATION

CARRIER are not permitted to divulge confidential information pertaining to the Company or any affiliated company (e.g., non-public information relating to acquisitions, dispositions, business plans, earnings, financial or business forecasts or competitive information that might be useful to competitors, or harmful to the Company or its customers, if disclosed) or any of its customers to any individual who does not have a direct Company-related need to know such information. Nor may CARRIER seek to obtain any confidential information of customers, suppliers or competitors in an illegal or unethical manner. No information obtained by CARRIER as the result of your relationship to the Company may be used for personal profit or on behalf of third parties or as the basis for a "tip" to others, unless Company has made such information generally available to the public. This requirement relates not only to transactions with respect to stock and other securities but also to any situation where undisclosed information may be used as the basis for inequitable bargaining with an outsider. Insider trading is both unethical and illegal.

#### V. MAINTAINING ACCURATE BOOKS AND RECORDS

No false or fictitious entries may be made in, and no information that should be recorded shall be omitted from your books and records for any reason. All entries in your books and records must properly reflect the nature of the transactions in full compliance with accounting rules. This includes any information CARRIER may provide to Company.

#### VI. COMPETITIVE PRACTICES AND FAIR DEALING

Collaboration with competitors of Company by Company employees or those acting on behalf of Company may be illegal, and discussions concerning certain topics should be avoided. These topics can include pricing, production, marketing, inventories, product development, sales territories and goals, market studies and proprietary or confidential information. For example, it is against Company policy to engage in illegal or improper acts to acquire a Company competitor's trade secrets, customer lists, financial data or information about facilities, technical developments or operations. In addition, it is against Company policy to take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair dealing practice. CARRIER should endeavor to deal fairly with Company's customers, suppliers, competitors and employees.

#### VII. EXPORT AND IMPORT REGULATIONS

It is Company's policy to comply with the export and import regulations of the countries where it conducts business, which regulate and limit Company's ability to import and export goods and materials, and which control and/or restrict the export of certain goods and technology to specific countries.

#### VIII. INTELLECTUAL PROPERTY

CARRIER must respect the intellectual property and confidential information of other parties. "Intellectual property" is a term that describes creative works whose authors and inventors have legal rights to them. Copyrights, patents, trade secrets and trademarks all belong to this category.

#### IX. <u>PENALTIES</u>

Any violation of the Code may cause Company to cease doing business with CARRIER and be cause for Company to terminate any agreement with CARRIER.



# INVOICE

BILL TO: COYOTE LOGISTICS LLC 2545 W. DIVERSEY AVENUE CHICAGO, IL 60647

#### INVOICE DATE: 09/11/2024 INVOICE #: 31921632 TERMS: NET 30 DUE DATE: 10/11/2024

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
09/10/2024		7711 HIGHWAY 278, Sulligent, AL 35586 - 5200 MARTIN LUTHER KING JR HWY, Greenville, NC 27834			
		Freight Income	1	\$1,800.00	\$1,800.00

TOTAL	
\$1,800.00	

PLEASE NOTE

The right to payment under this invoice has been assigned to Compass payment Solutions LLC (CFS) and all payments hereunder are to be directed to the assignee at the address noted below. Remittances to other than CFS do not constitute payment of this invoice. CFS must be given notification of any claims, agreements or merchandise returns which would affect the payment of all or part of this Invoice on the due date. COMPASS FUNDING SOLUTIONS LLC P.O.BOX 205154 DALLAS, TX 75320-5154 Tel: 844-899-8092

M. DATE     09/10/2024     PI       M. NO.     PUORE     0000081792       RUR NO.     PUORE     0000081792       SHIP TO     RUR NO.     PUORE       SHIP TO     RUR NO.     RUR NO.       RKS. AND     NUFCLTEM     CLASS       RKS.	PAGE 1 P/U DATE 09/10/2024 SCAC	JR HWY	CUTOMER CHECK OK FOR COD AMOUNT YIN'S SUBJ. TO CORR. RATE HM 13500 13500	ARCES \$ selfed, packed, marked, and selfed, packed, marked, and selfed, packed, marked, and selfed, packed, marked, and 1346790 1346790 1346790 1346790 1346790 1346790 1346790 1346790 13467 13467 13467 13467 13467 1346 14 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
		SHIP TO BHIP TO REER-YALE MATERIALS HANDLING, Inc GREENVILLE NLTHIR S200 MARTIN LUTHER UNA USA PHONE NO.CONTACT Tracking No : 82584489	NIMEGITEM CLAS	TOTA CHARCES S       allove by proper shipping name and are classified, backed, marked, and plottedhe international and national governmental regulations.       Discleble international and national governmental regulations.       CARRIER     91346790       MOTE(3)     DATE       MOTE(3)     DATE       MOTE(3)     DATE       MOTE(3)     DATE       MOTE(3)     DATE       MOTE(3)     DATE       MOTE(4)     MUTE(5)       MOTE(3)     DATE       MOTE(4)     DATE       MOTE(5)     DATE       MOTE(5)     DATE       MOTE(5)     DATE       MOTE(6)     DATE       MOTE(6)     DATE       MOTE(6)     DATE       MOTE(7)     MUTE(7)       MOTE(7)     MUTE(7)       MOTE(7)     DATE       MOTE(7)     MUTE(7)       MOTE(7)     DATE       MOTE(7)     DATE