

Broker-Carrier Contract Agreement

Brokered By 440 Transit LLC.

500 Winn School Road Glasgow, KY, 42141, USA Phone: (270) 261-4289 Fax: (270) 282-2370

Dispatched By: Shannon Cantu on 2024-09-27 11:41 CST

Phone: (270) 261-4289

Email: scantu@440transit.com

Our Order Number: 25472

Our Manifest Number: 22229

Team: No Dock High: No Hazmat: No

Brokered To RIKI TRANSPORTATION INC.

(MC: 086875) 8225 LECLAIRE AVE} Burbank, IL, 60459, US Phone: (708) 303-5150 DOT: 3119062, MC: 086875

Vehicle Size: Tractor Trailer

Miles: 2845 Stops: 2

Pick Up Monday 2024-09-30 14:00 EDT Protect

Raymond Corp

1 Wheeler St

Greene, NY, 13778, USA Phone: (607) 656-2311

Contact:

Ref.	Pieces	Weight	Length	Width	Height	Stackable
1	1	19000 lbs	0 in	0 in	0 in	No

Delivery Thursday 2024-10-03 12:00 PDT Protect

Distance from last stop: 2845 mi Running total: 2845 mi

Generated: 2024-09-27 11:41 CST

Third Wave Automation

30118 Eigenbrodt Way Union City, CA, 94587, USA

Phone: Contact:

Ref.	Pieces	Weight	Length	Width	Height	Stackable
1	1	19000 lbs	0 in	0 in	0 in	No

Stop Notes

Attn Mac Mason 1-310-882-8068

Total Pieces: 1	Total Weight: 19000 lbs	Total Distance: 2845 mi
Estimated Pay to	o Carrier: 5500.00	USD
Authorized Signature:		
Print Name:		
Your Order #:		
Driver name:	Phone #:	
Vehicle #:	Vehicle Size:	
Trailer #:	MC Number:	

By signing this document, carrier is agreeing to terms set forth in the Broker Carrier Agreement on file with 440 TRANSIT LLC, and the following:

- 1. In the event a Broker Carrier Agreement is not in place, you are agreeing to the terms and conditions set forth in the agreement by signing this document or acknowledging receipt of said document.
- 2. TRACKING setup by 440 Transit is REQUIRED. When the order is dispatched, you confirm your ability to track the vehicle used on this shipment 24 hours a day, or provide contact information at which this can be done. Failure to provide necessary updates will result in a reduction of rate and said carrier will be blacklisted (Removed) preventing future use.
- 3. Carrier agrees to follow pickup/delivery instructions provided by 440 Transit LLC. at the time of dispatch. If, by a result of Carrier's failure, protect times are not met, alternative transportation may be arranged by 440 Transit LLC.
- 4. Carrier agrees to give exclusive use of truck to 440 Transit LLC. unless otherwise agreed in writing.
 - a. Double Brokering is not allowed in any situation in accordance with FMCSA guidelines.
- i. Shippers and Consignees **WILL** take pictures of the trucks upon arrival and send the pictures to 440 Transit in order to verify the trucking company that arrived/delivered to ensure fraudulent activity is not occurring.
- 1. If 440 Transit becomes aware that a shipment has been double brokered the below steps will be taken against the company signed above:
 - a. Freight Guards will be issued against the company.
 - b. A claim against the company will be filed with the FMCSA for MC# removal.
 - c. The end carrier that completed the lane will be the only carrier that is issued payment.
- 5. Accessorial charges **MUST** be pre-approved and noted in writing or they will be rejected. For wait time, bills of lading must be marked with IN and OUT times from shipper/consignee. Free time for Tractors and Straight Trucks is 2 hours, with \$40 an hour thereafter. Maximum Detention is\$225.
- 6. Carrier agrees to notify 440 Transit LLC. in any event causing delay or possible service failure (e.g. traffic, road conditions, damaged product, over/short freight, missing protect).
- 7. 440 Transit LLC. Guaranteed Service protect times not being met due to carrier negligence may result in the following reduction in rate: 00:30-2:00 hours late: 15% reduction; 2:00-4:00 hours late: 25% reduction; 4:00-8:00 hours late: 50% reduction; more than 8:00 hours late may result in no pay to Carrier.
- 8. Carrier must submit signed, legible copy of the BOL provided by the shipper once the shipment has delivered and attach it to the invoice to receive payment. House or Carrier bills of lading will be rejected. All BOL/POD paperwork must be emailed to the dispatcher of the load to avoid possible reduction in pay.
- 9. By accepting this load, carrier confirms that they are compliant with all DOT requirements and carry an up to date insurance policy noting 440 Transit LLC. as a certificate holder in the event of an accident. Carrier will accept all accountability in the event of an accident with no recourse to 440 Transit LLC.

10. IF PROOF OF DELIVERY (POD) IS NOT RECIEVED WITHIN 48 HOURS OF DELIVERY THERE WILL BE A \$50 PER DAY REDUCTION FROM YOUR RATE

11. CARRIER PAYMENT

- a. Carriers are required to send their Invoice/Signed Ratecon/POD to billing@440transit.com. 440 Transit, LLC will pay ALL shipments on a Net30 schedule from invoice date.
- b. Carriers have 60 days to dispute charges / reductions in pay / accessorials / claims before all actions are final.
- c. Carriers that do not submit an invoice 60 days after shipment completion forfeit all rights to payment.
- 12. It is the carrier's responsibility to properly secure all freight via, straps, load bars, chains, binders, ETC as needed



INVOICE

BILL TO: 440 TRANSIT LLC 500 WINN SCHOOL RD GLASGOW, KY 42141 INVOICE DATE: 10/03/2024 INVOICE #: 25472 TERMS: NET 30 DUE DATE: 11/03/2024

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
09/30/2024		1 Wheeler St, Greene, NY, 13778, USA - 41400 Boyce Rd, Fremont, CA 94538, USA			
		Freight Income	1	\$5,500.00	\$5,500.00

TOTAL			
\$5,500.00			

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

BILL OF LADING

440 Transit LLC.

Shipper's Bill Of Lading: 25472

Order Number: 25472
Shipper Reference
Number:

Consignee Shipper Third Wave Automation Phone: Phone: (607) 656-2311 Raymond Corp Contact: 30118 Eigenbrodt Way 1 Wheeler St Contact: Union City, CA, 94587, USA Greene, NY, 13778, USA Scheduled: 10-03-2024 Scheduled: 09-30-2024 Hazmat Part No. Description **Pieces** Weight No Freight All Kinds - Forktrucks 1 Full Truck 19000 lbs Total: 19000 lbs Total: 1 Full Truck **Special Instructions** For Delivery Third Wave Automation: Attn Mac Mason 1-310-882-8068 **Declared Shipment Value:** Signature Signature The shipper certifies that the materials are properly Carrier acknowledges receipt of goods and if shipment is hazardous has the required placarding and emergency classified, labeled and packaged and are in proper condition response guidebook as required by the Department of for transportation according to the applicable regulations of Transportation. Carrier has inspected the shipment and by the Department of Transportation. signing this BOL acknowledges the goods to be in acceptable condition unless other Signature Signature **Print Name Print Name** Date Date **Consignee Acknowledgement of Receipt of Goods** Consignee acknowledges receipt of goods as described on this Bill of Lading. Upon inspection of shipment unless otherwise noted, consignee accepts shipment in "AS IS CONDITION". Signature () Print Name Austin Pimentel

Terms & Conditions

THIRD PARTY BILL TO: 440 TRANSIT 500 Winn School Road Glasgow, KY

Printed: 2024-09-27 11:40 CDT