

# GLOBAL EXPRESS CARGO LLC

**MC 975922**  
**USDOT 2901138**

## Application for Owner-Operators

### Checklist

- Agreement and all appendices to it
- Driver Licence
- Driving Record for past 10 years
- Vehicle Registration
- Insurance
- Voided check
- W9 and tax ID (Social Security or Employers ID)
- ID for Canada loads (Passport or Green Card)
- 3 pictures of the vehicle (Side, front, back with open doors)

**Please send it to:**

**[hr@globalexpresscargollc.com](mailto:hr@globalexpresscargollc.com)**

**Ph.: (267) 227-1791**  
**Fax: (215) 618-2715**

**19 Rocking Horse Way**  
**Holland, PA 18966**

# CONTRACTOR AGREEMENT

THIS AGREEMENT (Consolidated) and any subsequent appendices, addenda, exhibits or schedules (together, the "Agreement"), is made and entered on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and among \_\_\_\_\_ ("Owner-Operator"), on the one hand, and on the other, one or more of the following distinct corporate entities that execute this Agreement as set forth on the execution page hereof: **Global Express Cargo LLC**, and said executing parties individually and collectively referred to as ("Carrier").

Whereas, Carrier is licensed as a property Carrier by the Federal Motor Carrier Safety Administration ("FMCSA") Global Express Cargo LLC (MC-975922); and Whereas, Owner-Operator is **independent contractor in interstate, intrastate, and/or foreign commerce** and is in all respects qualified to transport freight as required by Carrier; and

Whereas, Carrier desires to engage Owner-Operator to perform transportation within the limits of Owner-Operator's contract operating authorities according to this Agreement's terms and conditions, and Owner-Operator desires to perform such transportation. NOW THEREFORE, intending to be legally bound, the parties agree as follows:

## CHAPTER 1. TERMS AND DEFINITIONS

Carrier and Owner-Operator agree that transportation services hereunder are to follow the Code of Federal Regulations (49 C.F.R.) and any other applicable laws, by assigning motor vehicles for a continuing period of time for the exclusive use of Carrier or by providing specialized services or equipment designated to meet the distinctive needs of Carrier or the consignor. Such services shall include, but shall not be limited to, expedited shipments, consisting of mandatory, time sensitive delivery schedules.

This Agreement's term shall be **one year** subject to earlier termination for any or no reason by either party giving at least ten (10) day's written notice to the other party of intention to terminate. Absent such notice, this Agreement shall automatically renew for successive one - year periods.

Motor carrier - a for-hire motor carrier or a private motor carrier. The term includes, but is not limited to, a motor carrier's agent, officer, or representative; an employee responsible for hiring, supervising, training, assigning, or dispatching a driver; or an employee concerned with the installation, inspection, and maintenance of motor vehicle equipment and/or accessories. (49 CFR § 387.5)

Driver - any person who operates any commercial motor vehicle.

Initials \_\_\_\_\_

Interstate commerce - trade, traffic, or transportation in the United States -

(1) Between a place in a State and a place outside of such State (including a place outside of the United States);

(2) Between two places in a State through another State or a place outside of the United States; or

(3) Between two places in a State as part of trade, traffic, or transportation originating or terminating outside the State or the United States. (49 CFR § 390.5)

Owner or operator - any person or entity that owns, or maintains operational control over, any facility, vessel, or OCS facility. This includes a towing vessel that has operational control of an unmanned vessel when the unmanned vessel is attached to the towing vessel and a facility that has operational control of an unmanned vessel when the unmanned vessel is not attached to a towing vessel and is moored to the facility; attachment begins with the securing of the first mooring line and ends with the casting-off of the last mooring line. (33 CFR § 101.105)

Other definitions are provided in the Chapters they topically belong to and in Appendix B.

## **CHAPTER 3. EQUIPMENT AND SAFETY RULES**

Owner-Operator shall provide services using only equipment and personnel indicated in Appendix A.

Owner-Operator shall comply with all applicable Department of Transportation (DOT) rules and regulations as well as all other federal or state regulations pertaining in any fashion to the operations of a motor vehicles. Owner-Operator agrees to keep in full force and effect all required insurance, including, without limitation, public liability insurance as required by the STB "STB" - ?, and Worker's Compensation Insurance respecting its employees, or those contractors deemed such under applicable state law. Owner-Operator will at all times maintain certificates/declarations evidencing such insurance coverage on file with Carrier. Owner-Operator agrees to hold Carrier harmless from and indemnify Carrier from any liability damages, costs, etc. accruing to Carrier whatsoever as a result of Owner-Operator's breach of these provisions.

Owner-Operator warrants that all equipment and personnel used in providing the services contemplated herein shall meet all requirements of, and be in compliance with all laws and regulations of the United States Department of Transportation ("DOT") and other federal, state or provincial agencies having jurisdiction over any of the services provided pursuant to this Agreement. Owner-Operator further warrants that it will immediately provide Carrier with notice, in writing, of any change in its safety rating and provide Carrier copies of any FMCSA Notice of Changes or Notice of Claim related to any change in safety rating.

Initials \_\_\_\_\_

Carrier and Owner-Operator agree that transportation services hereunder are to follow the Code of Federal Regulations (49 C.F.R.) and any other applicable laws, by assigning motor vehicles for a continuing period of time for the exclusive use of Carrier or by providing specialized services or equipment designated to meet the distinctive needs of Carrier or the consignor. Such services shall include, but shall not be limited to, expedited shipments, consisting of mandatory, time sensitive delivery schedules.

Owner-Operator warrants that, at its sole cost and expense, it shall furnish for use in Carrier's service sufficient vehicles suitable for the lawful carriage of cargo tendered by Carrier. Owner-Operator shall operate and maintain the motor and allied equipment necessary in good working condition and in compliance with all applicable laws and regulations. Owner-Operator, at its cost and expense, also shall provide adequately trained drivers, and provide the proper performance of the trucking services herein provided. All equipment used by Owner-Operator in the performance of transportation functions hereunder shall at all times be under the exclusive control of Owner-Operator. Carrier reserves the right to terminate this Agreement in case of Owner-Operators failure to adhere to this provision.

If Carrier requests Owner-Operator to transport any shipment required to be placarded under the DOT rules as a hazardous material, the additional provisions in other chapters, including additional insurance requirements, shall apply for each such shipment.

Owner-Operator shall at all times maintain the presence of PPE (Personal Protective Equipment) in his/her vehicles. That includes but is not limited to:

- Hard hat
- Long sleeve clothing
- Long-legged pants (denim-like material or industrial proven fabric)
- Steel toe boots
- Gloves
- Safety glasses
- Earplugs
- Respiratory mask
- Class 2 safety vest.

Failure to wear PPE when required at shipper's or receiver's facility (and when the driver was notified by Carrier's representatives) might cause the cancellation of the load and charges being imposed on the Owner-Operator because of the shipper's/receiver's refusal to take him.

Additionally, the Owner-Operator further agrees to:

- No tobacco usage on customer property
- No usage of hand-held cell phones while operating their motor vehicle. This activity is unsafe and is in violation of the Federal Motor Owner-Operator Safety Administration's ban on hand held cell phone use implemented January 3, 2012.

Initials \_\_\_\_\_

If the Owner-Operator fails to meet such customer requirements, the Owner-Operator's pay may be reduced for up to fifty percent (50%).

## CHAPTER 4. DISPATCH

There is no minimum volume of freight contemplated by this Agreement. Carrier is not restricted from tendering freight to other Owner-Operators.

Owner-Operator shall accept said shipments and perform the transportation services in a prompt, competent and efficient manner within the generally-accepted service standards of the trucking industry and within the restrictions, if any, set by the customers.

Owner-Operator shall transport all accepted loads on equipment owned by it or permanently leased to Owner-Operator and may not resell the loads to any other Owner-Operator, or utilized substituted rail - what does "utilized substituted rail or other services" mean here? or other services. Unless otherwise specifically agreed to in writing, this Agreement shall apply to services rendered by Owner-Operator to Carrier.

Owner-Operator agrees on 15-minutes bid system. Failure to hold for the minimum agreed amount of time (15 minutes after the call - specifically after the end of the phone conversation between the Carrier representatives and Owner-Operator) may result in charge of up to \$150. In case of a multi-bid situation shall apply the charge of \$300.

Carrier and Owner-Operator agree that the rates and charges for Owner-Operator's services hereunder shall be only those on the individual Load, accepted by Owner-Operator prior to each shipment.

Acceptance of the rate submitted by Owner-Operator via electronic means shall constitute the Owner-Operator's binding acceptance of such Load.

The rate is calculated **upon mileage not the weight** of the shipment unless otherwise provided. In situation when the shipper adds more weight to the load but it does not exceed the payload of the truck indicated in this agreement, no accessorial payment shall apply from Carrier to Owner-Operator.

If the difference of more than 20 miles between Owner-Operator's mileage and Carrier's system occurs, Owner-Operator shall notify the Carrier immediately after receiving the dispatch notification. Carrier must be notified of any other issues with the dispatch message prior to arrival to the pickup.

Initials \_\_\_\_\_

An exclusive truck shall be provided for each shipment. Partial loads are prohibited under this Agreement. In case Carrier becomes aware of any situation of this kind this Agreement is terminated immediately. That may result in no pay to that Owner-operator and such Owner-Operator will get reported to other motor carriers.

## CHAPTER 5. OPERATIONS

Owner-Operator shall acknowledge the receipt of the dispatch message.

All the communication regarding the scheduling of pickups, deliveries, border crossing, etc. shall be through Carrier only. **There are no exceptions to this requirement.**

Owner-Operator agrees to follow the instructions in Appendix C.

## CHAPTER 6. BILLS OF LADING

A Bill of Lading (BOL) is a legal document between a shipper and a carrier that details the type, quantity and destination of the goods being carried. The Bill of Lading also serves as a shipment receipt when the carrier delivers the goods at the predetermined destination and the BOL is signed by an authorized receiver's representative..

Each shipment hereunder shall be evidenced by a Bill of Lading. Owner-Operator's drivers shall be instructed to sign Carrier company's name and record the seal number on every Bill of Lading evidencing a shipment under this Agreement.

Under no circumstances shall Owner-Operator prepare a freight document, which lists Carrier as "Owner-Operator" or "Shipper." Documents for each of CARRIER's shipments shall name Carrier as "Carrier" and Owner-Operator as "Owner-Operator." If there is a wrongly worded document, the parties will treat it as if it showed Carrier as "Carrier" and Owner-Operator as "Owner-Operator." If there is a conflict between this Agreement and any transportation document related to any shipment, including but not limited to Bills of Lading this Agreement shall govern.

Owner-Operator shall obtain from the consignee a complete, signed delivery receipt for each shipment, and shall notify Carrier immediately of any exception on any document.

Initials \_\_\_\_\_

Owner-Operator shall send Carrier delivery receipts and bills of lading no later than 1 hour from the time of delivery. The original copy (paper) shall be sent by mail within a week from the date of delivery.

Owner-Operator agrees to indemnify and hold Carrier harmless from and against any direct, indirect and/or consequential loss, damage, fine, liability, judgment, cost and expense, including reasonable attorneys' fees, arising from any errors in the Bill of Lading, including by way of illustration without limitation, the showing of Owner-Operator as "Carrier" or "Shipper".

## **CHAPTER 7. BILLING**

Carrier agrees to pay Owner-Operator for the transportation of freight moved under this Agreement in accordance with the rates, and other service terms set forth in this Agreement and made a part hereof. Modifications or additions to such may be agreed to in writing or may be made verbally to meet specific shipping schedules. Confirmation of verbally agreed rates must be made by text to the Owner-Operator. All modifications and additions to the rates made either in writing or verbally and confirmed in writing, shall be deemed addenda to, and considered an integral part of this Agreement.

Carrier will pay Owner-Operator the agreed amount within twenty one (21) days of Carrier's receipt of the Bill of Lading submitted in timely manner and documents specified below. The Owner-Operator must submit the hard copy of the Bill of Lading within 2 hours after the delivery.

Owner-Operator shall provide Carrier with the copy of its voided check and W9 form to receive the payment. The change order must include proper documentation. Failure to comply with this requirement will result in the change order not being honored. There are no exceptions to this requirement.

Owner-Operator shall be wholly responsible for performing the contemplated transportation and for all costs and expenses of such transportation, including gas examples, costs and expenses of all Owner-Operator's transportation equipment, its maintenance, and those persons who operate it.

As to Carrier, Owner-Operator is an independent contractor, and as such is wholly responsible in every way for such persons as Owner-Operator hires, employs or otherwise utilizes.

Owner-Operator shall not withhold delivery of any freight due to any dispute with Carrier regarding freight charges or otherwise. Owner-Operator waives and releases all liens which it might otherwise have to any freight in its possession.

Initials \_\_\_\_\_

Owner-Operator will bill all charges for transportation services directly to Carrier. Carrier is not liable for any compensation negotiated between Owner-Operator and Carrier's customers. This provision results from Chapter 10 of this Agreement.

Owner-Operator agrees that Carrier has the exclusive right to handle all billing of freight charges to the customer for the transportation services provided herein, and, as such, Owner-Operator agrees to refrain and shall refrain from all collection efforts against the shipper, receiver, consignor, consignee, the freight or the customer.

Owner-Operator shall send hard copy of the Bill of Lading and other supportive paperwork to Carrier's corporate e-mail - [pod@globalexpresscargollc.com](mailto:pod@globalexpresscargollc.com). Copies of bad quality won't be processed for payments.

No billing for any run will be accepted after ninety (90) days from the date of the shipment. All billings received after ninety (90) days from the date of the shipment will not be processed for payment.

Accessorial charges that may apply:

- Detention - waiting time to be loaded/unloaded: first 2 hours from the time indicated on rate confirmation - free, other time - \$25/hour.
- Layover – waiting till morning to be loaded/unloaded - \$75 for sprinters, \$100 for small straight and large straight trucks.
- Hand load/unload – depends on weight: under 500 lbs - \$50, 500-1000 lbs - \$75, other cases shall be discussed with the dispatcher.
- Documents` printing – please negotiate those charges with the dispatcher if needed. This should be done before going to the pick up. (Canada shipments, airport pickups).
- TONU – cancel of shipment. If the TONU occurs more than 2 hours prior to pick – no payment shall apply. Otherwise all TONUs come in \$75 payment/shipment. No billings will be accepted for any load offered and accepted and then cancelled within twenty (20) minutes of acceptance.

## CHAPTER 8. INSURANCE

At all times this agreement is in force Owner-Operator shall maintain commercial insurance in the following amounts:

- Auto liability shall be kept pursuant to statutory minimums and in no case less than \$1 million per occurrence for death, bodily injury, and/or damage to persons or property;
- Cargo insurance shall be kept pursuant to statutory minimums and in no case less than \$100,000 per occurrence;

Initials \_\_\_\_\_

- Workers compensation insurance shall be kept pursuant to statutory minimums.

Owner-Operator shall Notify Carrier not less than thirty (30) prior to the cancellation or any material change to the above-referenced policies.

The insurance limits set forth in this Agreement shall not be interpreted to limit Owner-Operator's liability to Carrier arising under or relative to Owner-Operator's performance or nonperformance of any obligation under this Agreement.

Owner-Operator shall add Carrier on their policy as "Additional Insured".

Equipment and personnel not insured under the policy submitted is prohibited to be used by Owner-Operator in providing services for Carrier. There are no exceptions to this requirement.

## **CHAPTER 9. DEDUCTIONS, CLAIMS, LIABILITY LIMITATION**

Owner-Operator acknowledges and agrees that he/she will not drop any freight other than at the designated business facilities of consignee or at a location designated by Carrier. Owner-Operator further agrees that, in the event any loss of or damage to the cargo occurs as a result of its breach of this provision, then the Owner-Operator will indemnify and hold Carrier and the Customer harmless for any such loss or damage, including reasonable attorneys' fees.

Owner-Operator shall notify Carrier immediately after having knowledge of overages, shortages, or damaged freight Owner-Operator handled for Carrier. Owner-Operator shall return overages. Disposition of damaged goods will be determined by Carrier. Owner-Operator agrees that for purposes of claims, Carrier shall be deemed to be the "Shipper" and Carrier may properly present claims on behalf of its "Shipper" customers unless Carrier's customer elects to present claims on its own behalf, in which instance Carrier's customer shall be recognized as the "Shipper" for claim purposes

In the event of loss, damage or delay in delivery, Owner-Operator shall be liable for damage arising there from breach of the provisions of this section. The loss, damage or injury shall be measured as the lesser of the actual replacement cost or the cost of repair, subject to a maximum of \$1 million (\$US) per shipment, less the reasonable salvage value of the damaged commodities.

In addition, Owner-Operator shall indemnify Carrier for all indirect, special or consequential damages, or other special economic losses, including attorney fees that might be recovered against Carrier on any customer's claim. Owner-Operator shall promptly pay Carrier all claim amounts due hereunder

Initials \_\_\_\_\_

and further authorizes Carrier to deduct all such amounts from any amounts owed to Owner-Operator by Carrier.

In addition, Owner-Operator shall be solely liable and responsible for any claim arising from any reckless, dishonest or illegal acts of Owner-Operator's employee or agent and any claim arising from Owner-Operator furnishing contaminated Equipment.

For any freight claim, Owner-Operator shall pay Carrier within thirty (30) days of Owner-Operator having been notified of the amount of the claim and furnished documentation substantiating the claim.

In case of delay in pick up or delivery the following charges may apply:

0-1 hours late for pickup or delivery with no communication results in \$25 of reduction

1-2 hours late for pickup or delivery with no communication results in \$50 of reduction.

3-4 hours late with no communication result in \$75 of reduction.

5 plus hours late with no communication results in 50% or less pay.

Tracking updates required every 2 hours, \$15.00 will be deducted for each missed 2 hour update.

This provision shall not apply if Owner-Operator has notified the dispatch team of his/her stops.

In case Owner-Operator didn't manage to notify the dispatch team regarding rests/stops/etc., which eventually resulted in a delayed delivery the above-mentioned charges shall apply.

Whereas direct delivery was agreed upon and Owner-Operator failed to provide agreed service - deductions shall apply in an amount of up to fifty percent (50%) of Owner-Operator's pay.

The above reductions in pay will not be applicable for delays that are beyond the control of the Owner-Operator (i.e. Traffic, Natural Disasters, Severe Weather, Act of Shipper, Act of Public Enemy, etc.) The Owner-Operator must communicate this delay to the Carrier immediately upon knowledge of the delay. If the uncontrollable delay is not communicated by the Owner-Operator to the Carrier within 1/2 hour of the actual delay, the reduction in pay will continue to be in effect.

Owner-Operator shall defend, indemnify, and hold Carrier harmless from and against all loss, liability, judgment, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to, Owner-Operator's performance hereunder or Owner-Operator's breach of any of the terms of this Agreement. Owner-Operator's obligations under this provision shall survive the termination of this Agreement.

It is expressly understood and agreed that Owner-Operator is an independent contractor for the services provided pursuant to this Agreement, and that Owner-Operator agrees to defend, indemnify

Initials \_\_\_\_\_

and hold Carrier harmless for any claims, suits, or actions, including reasonable attorney's fees in protecting Carrier's interests, brought by employees, any union, the public, or state, provincial or federal agencies arising out of the operations of Owner-Operator under this Agreement. Owner-Operator hereby assumes full control and responsibility for all hours scheduled and worked, wages, salaries, workers' compensation and unemployment insurance, state and federal taxes, fringe benefits, and all other costs relating to its operations pursuant to this Agreement.

Owner-Operator shall be liable for the full actual loss resulting from loss, damage, injury, or delay. Owner-Operator shall not be held responsible for shortages in the absence of evidence of tampering, breakage or lack of due care by Owner-Operator. In the event of loss, damage, overage or shortage, Owner-Operator agrees to notify Carrier of such incidents immediately, but in no case more than 24 hours after discovery, in writing, via facsimile, email or text. Unless there is a written agreement with either the Carrier or the Carrier's customer in the Bill of Lading specifying released value rates or limitations of recoverable damages, Carrier shall be entitled to recover all lawfully provable damages for freight loss, damage or delay caused by Owner-Operator without limitation. Any agreed to limitation shall be in writing and shall be specific as to commodity and service and general incorporation or references to published sales or tariffs shall be null and void.

Any claims will be handled in the following manner:

- A claim for loss, damage, injury or delay to cargo will be filed in writing, as provided below, with Owner-Operator, within 180 days of the date Owner-Operator notifies that the shipment is lost, damaged or delayed.
- Owner-Operator will, upon receipt in writing of a proper claim in the manner and form described herein above, acknowledge receipt of such claim in writing within 30 days after the date of its receipt by Owner-Operator, unless Owner-Operator will have paid or declined such claims in writing within 30 days thereof. Owner-Operator will indicate in its acknowledgment what, if any, additional documentary evidence or other pertinent information may be required by it to process the claim, based on Owner-Operator's preliminary examination of the claim as filed. Owner-Operator agrees that in any case where it does not decline, pay or acknowledge receipt of claims within said 30 days that it has agreed to the validity of the claim and the amount stated therein and will thereafter pay said claim within 30 days.
- Owner-Operator, when it has received written claim for loss or damage, injury, or delay to property transported, will pay, decline, or make a firm compromise settlement offer in writing within 60 days after receipt of the claim by Owner-Operator. If Owner-Operator and Carrier (or its customer) does not come to final settlement within 60 days, Carrier may cancel this Agreement and/or seek to recover the damages, including attorney fees and all other expenses, through any legal, administrative or equitable remedy available. Owner-Operator shall not be responsible for loss damage, injury or delay resulting from acts of god, public enemy, revolution, civil disorder, or war.

Initials \_\_\_\_\_

- Owner-Operator shall be liable for the “full actual loss” resulting from loss, damage, injury or delay. “Full actual loss” means the invoice price of freight tendered to Owner-Operator for transportation as well as consequential damages if the Owner-Operator is put on notice of the possibility thereof.
- Carrier reserves the right to withhold payment of any money due for services rendered by Carrier where claim liability is disputed, until the Carrier and Owner-Operator come to a mutual understanding.

Owner-Operator's obligation under this Agreement shall include liability for payment of any and all costs and/or fees incurred by Carrier or its Affiliates in the adjustment or defense of any claim for cargo loss or damage and/or claim for personal injury, death or property loss or damage arising out of transportation operations and services under this Agreement.

Owner-Operator agrees that its obligation to defend, indemnify, and hold harmless Carrier and its Affiliates from and against any and all claims and liabilities resulting from or arising out of transportation operations and services under this Agreement shall survive any termination of this Agreement. Owner-Operator's obligation to defend, indemnify and hold Carrier and its Affiliates harmless under Chapter 9 shall not in any manner be limited by any limitation on damages, including, limitations on the amount or type of damages, compensation or benefits payable by Owner-Operator and its agents under applicable worker's compensation acts, disability benefit acts or other employee benefits acts, and Owner-Operator hereby specifically waives any immunity it may have under such acts.

## **CHAPTER 10. NON-SOLICITATION AND CONFIDENTIALITY**

Owner-Operator agrees not to circumvent Carrier`s customers or back solicit any business provided by Carrier for a minimum of one (1) year after termination of this agreement and Owner-Operator agrees to hold any information regarding Carrier`s operations in confidence at all times. This includes rates, Carrier lists, customer lists, and any proprietary information Carrier may have developed.

Owner-Operator agrees to support and protect Carrier's efforts in performance of this Agreement by refraining from any direct contact or solicitation of Carrier's customers. During the term of this Agreement and for a period of two (2) years after the termination of this Agreement, Owner-Operator shall not, directly or indirectly solicit or do business of a transportation or warehousing nature with any of Carrier's customers who are or were serviced by Owner-Operator during the twenty-four (24) month period prior to termination of this Agreement, unless otherwise agreed to in writing. Owner-Operator hereby acknowledges that the breach of this provision will cause the Carrier irreparable injury and damage, and consequently Carrier shall be entitled to, in addition to all other remedies available to it, injunctive and equitable relief to prevent a breach of this Agreement, or any

Initials \_\_\_\_\_

part of it, and to secure the enforcement of this Agreement. This is in addition to any other compensatory and punitive damages, the right to temporary or permanent injunction and all other legal remedies.

Owner-Operator acknowledges and agrees that the restrictions contained in this Chapter are reasonable and necessary to protect the legitimate business interests of the Carrier and that the time periods, territorial scope and scope of activity restrictions in this Agreement are fair, appropriate and reasonable. Solicitations prohibited under this Agreement means participation in any conduct, whether direct or indirect, the purpose of which involves transportation of shipper traffic for which the Owner-Operator does, or did in the past, provide transportation services for that shipper traffic under arrangements first made or procured by Carrier. Solicitation includes conduct initiated or induced by Owner-Operator, or accepted from or through others in any way related to or affiliated with the Owner-Operator. For purpose of this Chapter, Owner-Operator shall include all related or affiliated companies of Owner-Operator, and also includes all principals of Owner-Operator, including officers, directors, shareholders, employees, representatives or other agents acting directly or indirectly on behalf of Owner-Operator.

Owner-Operator agrees that Carrier's compensation for its services hereunder is confidential, and will not be disclosed. Owner-Operator further agrees that it will not reveal to anyone the terms of this Agreement, the pricing of transportation service, or any other details of the business conducted between Owner-Operator and Carrier. Owner-Operator agrees that billing for all transportation services hereunder will be billed only to the Carrier. All billing generated directly to a customer, and not to the Carrier as identified in this Agreement, will subject the Owner-Operator to a monetary penalty. This monetary penalty, paid to the Carrier, will be ten percent (10%) of the Carrier's charges. The penalty will be paid to the Carrier as soon as the billing error is discovered. There will be no time limit for this monetary penalty and penalties may be withheld from future settlements to the Owner-Operator.

## **CHAPTER 11. BREAKDOWNS AND ACCIDENTS**

In situation when the breakdown of the truck occurs Owner-Operator shall immediately notify Carrier on that. No matter when it happens Owner-Operator shall provide Carrier with the repair receipt and/or other legit proof of breakdown within 48 hours of the incident. Otherwise Owner-Operator is subject to potential penalties in the amount of up to 100% of the total amount of the shipment. The payment for such shipment will be splitted between Owner-Operator and the recovery truck in the manner that Owner-Operator shall be subject for payment of reminder from the total amount of shipment after recovery.

In case of an accident Owner-Operator shall immediately notify Carrier on that. The payment for such shipment will be splitted between Owner-Operator and the recovery truck in the manner that

Initials \_\_\_\_\_

Owner-Operator shall be subject for payment of reminder from the total amount of shipment after recovery.

Chapter 9 specifies obligations and liability of Owner-Operator in situations where cargo damage occurred due to equipment breakdown or accident.

## **CHAPTER 12. MISCELLANEOUS**

This Agreement is the entire agreement between the parties, superseding all earlier agreements and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by Owner-Operator. This Agreement cannot be altered or amended except in a writing signed by all parties and cannot be assigned or transferred in whole or in part. The benefits of this Agreement shall not inure to nor be available to any third party

If any provision of this Agreement is deemed unenforceable by any court of competent jurisdiction, such provision shall be severed and the Agreement's remaining provisions shall continue in full force and effect.

This Agreement in all respects shall be governed by, construed and enforced in accordance with the internal laws of the State of Pennsylvania, without regard to its conflict of law rules.

Each of the parties hereto irrevocably and unconditionally submits itself to the exclusive jurisdiction and venue of the state and federal courts serving Holland, Pennsylvania, and any appellate court thereof, in any suit, action or proceeding arising out of or relating to this Agreement and further irrevocably and unconditionally waives any claim or defense that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Each party further agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions in any manner provided by law.

Notices shall be sent by certified mail, return receipt requested, or by nationally recognized overnight courier with receipt required, to each party executing this Agreement at the address shown below, or to such other addresses as shall have been designated in a written notice pursuant to this section.

Nothing in this Agreement shall be interpreted or shall have the effect of guaranteeing to Owner-Operator any particular volume of business or the loads of any particular Owner-Operator.

This Agreement is only applicable to and enforceable by or against the Owner-Operator and the Carrier party (or parties) performing under this Agreement.

Initials \_\_\_\_\_

# FINAL ACCEPTANCE AND ACKNOWLEDGEMENTS

I am authorized to execute the contract set out above dated between Global Express Cargo LLC and \_\_\_\_\_ and legally bind to the terms and conditions set forth therein. This electronic signature serves as an original and any electronic version and other signatures are incorporated as if originals into the original document. This electronic signature shall have the same force and effect as an original source.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE AGREEMENT AND AGREE TO THE ENTIRETY OF THE TERMS & CONDITIONS CONTAINED THEREIN. THE AGREEMENT SHALL BE BINDING ON \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_. I UNDERSTAND AND ACKNOWLEDGE THAT \_\_\_\_\_ IS THE "OWNER-OPERATOR" AS THAT TERM IS USED IN THE AGREEMENT.

CARRIER: Global Express Cargo LLC

By: \_\_\_\_\_

Name: Zurabi Shvelidze

Title: Owner

Date: \_\_\_\_\_

OWNER-OPERATOR:

\_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Please send the signed copy of Amendment to Global Express Cargo LLC by

Email [hr@globalexpresscargollc.com](mailto:hr@globalexpresscargollc.com)

Fax (215) 618-2715

Mail 19 Rocking Horse Way Holland, PA 18966

Initials \_\_\_\_\_

# APPENDIX A

## OWNER INFORMATION

COMPANY NAME	
FIRST AND LAST NAME	
ADDRESS	
CELL PHONE	
EMAIL	

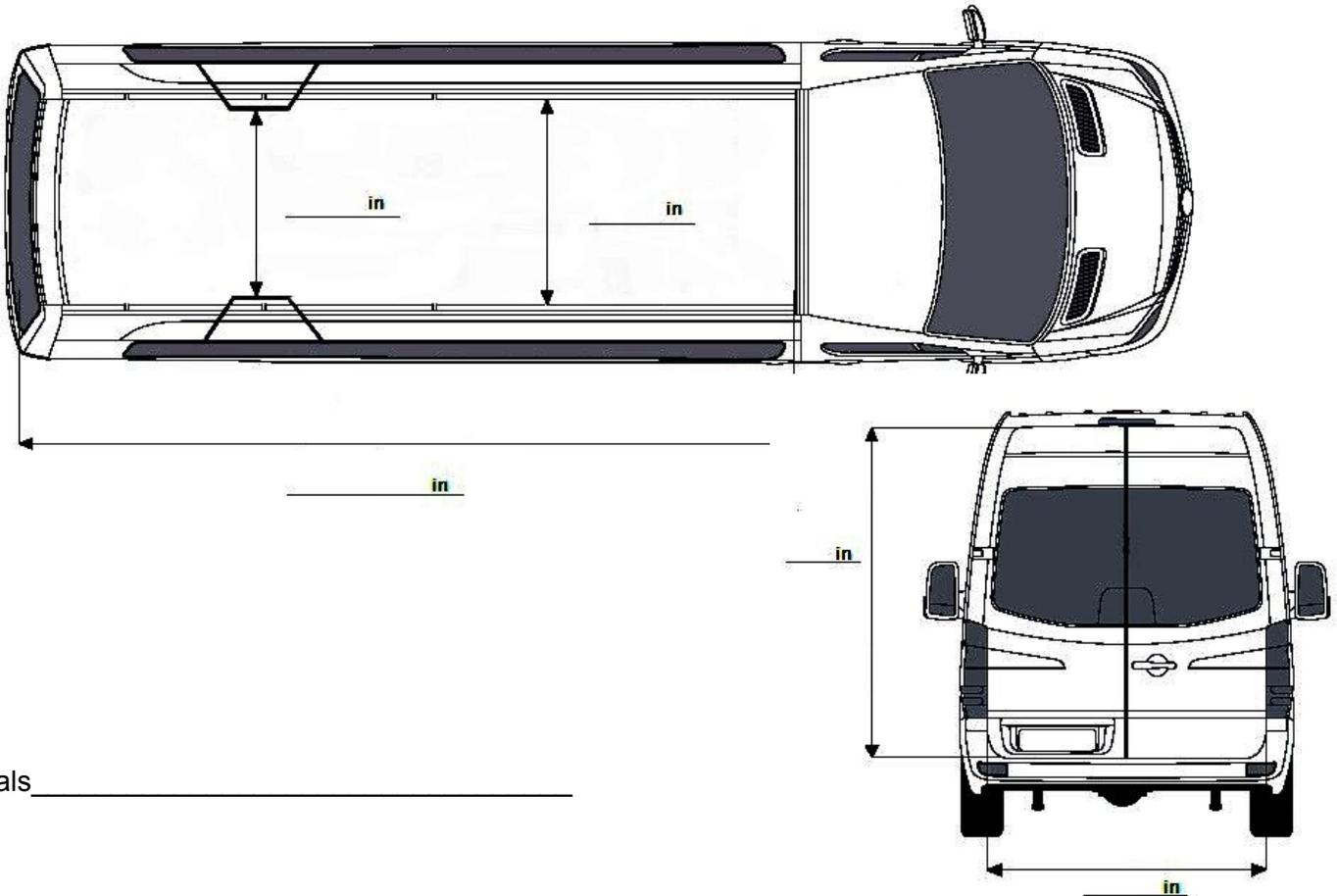
## DRIVER INFORMATION

FIRST & LAST NAME	
ADDRESS	
CELL	
EMERGENCY CONTACT	
E-MAIL	
BIRTH DATE	
DRIVER'S LICENSE AND STATE	
LICENSE'S CLASS	
DRIVER'S LIC. EXPIRES	
CAN CROSS US/CAN BORDER	
HAZMAT CERTIFIED	
TSA CERTIFIED	
TWIC CERTIFIED	
TYPE OF ID (passport, green card, work permit)	

Initials \_\_\_\_\_

## TRUCK INFORMATION

MAKE	
MODEL	
VIN NUMBER	
LICENSE PLATE	
YEAR	
STATE	
PAYLOAD (lbs)	
AIR RIDE (YES/NO)	
BULKHEAD (YES/NO)	
TEMPERATURE CONTROL (YES/NO)	
LIFT GATE (YES/NO)	
PALLET JACK (YES/NO)	
CAN CROSS US/CANADA BORDER (YES/NO)	
TEAM (YES/NO)	
OTHER	



Initials \_\_\_\_\_

# APPENDIX B

## Definitions

Facility - any structure or facility of any kind located in, on, under, or adjacent to any waters subject to the jurisdiction of the U.S. and used, operated, or maintained by a public or private entity, including any contiguous or adjoining property under common ownership or operation. (33 CFR § 101.105)

Expedite shipment - shipment that requires fast but safe delivery in a timely manner.

FMCSA - Federal Motor Carrier Safety Administration.

Load or shipment - process of carrying goods from one point to another for compensation by the person authorized hereto; except as otherwise provided, cargo tendered by shipper, on a Bill of Lading, from one(/several) point(-s) of departure, for one(/several) consignee(-s), to destination(-s).

Partial load - a load consolidated with another load by the same or another broker.

Partial load (LTL) shipment does not take space for a full truck. Several partial shipments are consolidated in a truck and transported to the transshipment point or logistics center. In this point shipment is reloaded to another truck, which arranges delivery to consignee's warehouse."

Direct delivery - a delivery that should be done with fuel and convenience stops only, does not include stops for rest/sleeping.

A Bill of Lading (BOL) is a legal document between a shipper and a carrier that details the type, quantity and destination of the goods being carried. The Bill of Lading also serves as a shipment receipt when the carrier delivers the goods at the predetermined destination- and the BOL is signed by an authorized representative.

POD - Proof Of Delivery, the BOL signed by an authorized receiver representative / first and last name of the person who signed for receiving of the freight.

Pick-up/Shipper/Consignor - a point where the shipment is loaded in the vehicle.

Delivery/Drop-off/Receiver/Consignee - a point where the shipment is unloaded from the vehicle.

HAZMAT - hazardous materials.

TONU - Truck ordered not used - cancel of the shipment.

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Bulkhead or van bulkhead - also referred to as a partition. A bulkhead is a secure, snugly-fitting partition. It should be constructed to fit tightly against the bottom, sides, and top of the van. The bulkhead is located behind the driver and passenger seats in a van, and separates them from the cargo area. A van bulkhead is made from various materials, such as steel or wire.

In and out times - the times when the Owner-Operator has arrived and then left the shipper or receiver. "In time" - time when Owner-Operator arrived to the facility; "out time" - time when the Owner-Operator was loaded/unloaded and left the facility.

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# APPENDIX C

## Before We Start

Every morning you get the text to your phone asking for your availability and current location. Replying to that text is crucial as we need to know your location to look for shipments for you.

If our dispatchers have found a load and you are the CLOSEST Owner-Operator to it they will call you and offer that load. Please pick up your phone - that increases your chances to get loaded today.

When offering they are telling you the following information:

- how far (from your location) the freight is;
- pickup and the delivery locations;
- pickup and the delivery times;
- count of pieces and weight (if applicable and available);
- they suggest rate for the particular load;
- any additional information about the load: special requirements, requests, etc.

After discussing the load info and the rate our dispatchers submit a bid. Please remember the 15-minutes bid system rule. If the bid is won, we dispatch you as soon as we receive the confirmation for the load and as soon as the dispatch information becomes available. We send you a text-message of a similar character:

From:

Shipper company name

Pickup address

Pickup city, state and zip code

Pickup time

Count of pieces and weight, if available

Any references or additional information if applicable

To:

Receiver company name

Delivery address

Delivery city, state and zip code

Loaded mileage, rate

Any special instructions and additional info

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Please confirm receipt of the dispatch text as far as that constitutes an Agreement for each separate shipment.

Difference in mileage won't be compensated after pickup. - Please note that the loaded mileage negotiated with the dispatcher before submitting the bid will be slightly different from the actual loaded mileage in 99% of situations. This happens because the actual shipper and receiver addresses become available only when the load is awarded. Therefore loaded mileage negotiated before submitting the bid is always calculated based on either zip codes or city and state names. The loaded mileage difference, which occurs, randomly favours the Owner-Operator or the Carrier. The mentioned difference seldomly exceeds the amount of 15-20 miles. Henceforth the difference occurring in a mentioned above fashion is being neglected as long as this difference does not exceed 20 miles.

Please note that the times are considered to be local unless specified otherwise. Please don't hesitate to text or call us whenever the pick up or delivery times are unclear and/or need to be elaborated..

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## Under the Load

### A. ON ROUTE TO PICKUP

- a. Confirm receipt of the information about the load and notify us on starting your trip, provide ETA to shipper.
- b. Make sure you have all necessary PPE, paperwork (if needed) and don't forget about neat appearance.
- c. Make sure tracking app is working.
- d. If you are stuck in traffic or have any issues on your way – notify us on that asap. We are working with expedites and it's tremendously important for us to know about anything that might somehow affect our pick up and delivery times. Keep in mind that silence from your side may result in deductions.
- e. If you wish to make pickup earlier than the time you were dispatched for, please confirm that with our dispatch team. Many customers and brokers do not tolerate unscheduled or out-of-plan pickups.

### B. AT THE PICKUP

- a. Call/text upon arrival to pick up (as soon as you arrive to the facility). It's obligatory to notify us on you arrival to pick up before contacting the shipper or any further steps.
- b. Call/text once loaded (provide the number of pallets/pieces, total weight, the BOL number and the delivery address).
- c. If shipper requests hand load (driver assistance)- , any other additional services or in case you need to pay some extra fees which were not negotiated with our dispatch - please contact us first. Failure to notify us about any additional services (which were not negotiated prior to pick up) and to get approval first will make it much harder to get the reimbursement from the broker/customer. Such a situation will most likely lead to an absence of compensation for those services. Do not touch the freight before any compensation for this job is confirmed. No compensation will be provided by Carrier to Owner-Operator if Owner-Operator fails to notify us on that before loading the freight.
- d. Do not leave the shipper until you have called/texted our office, confirmed the pickup Information with one of our dispatchers and got an approval to leave.
- e. In case you waited for over 2 hours (from the time the pick up was scheduled for) at the pick up - please make sure to write down the "in and out times" on the BOL and have the shipper sign the BOL. This will significantly increase our chances to get the detention fees from the broker. In some occasions we might be unable to get detention when there are no "in and out times" written down on the BOL.
- f. Please reconfirm delivery or border crossing time- or any other information with our dispatchers if the shipper (or any other party) provided you with some other information on that
- g. If the shipper tells you the load has been canceled you must call our dispatch and confirm the information before you can leave. Sometimes a mistake or misunderstanding may take place. Under no circumstance can a carrier leave a shipper without that confirmation from our dispatch.

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- h. Under no circumstance can an Owner-Operator leave the shipper without obtaining authorization to do so from one of our dispatchers.
- i. Please make sure the freight is properly secured

### C. ON ROUTE TO DELIVERY

a. If you already installed our tracking app there is no need to text location updates, just make sure the application works properly and you have cellular data turned “on” on your phone. We might only call you for updated ETAs, special instructions and additional questions which may arise. In case you don’t have an application installed please text us your zip codes every 2 hours and respond to our dispatchers’ texts and calls.

b. Make sure to notify us about any delays as soon as they occur. Anything that might affect your ETA to receiver that is later than scheduled must be reported immediately.

c. If you wish to make delivery earlier than the time you were dispatched for, please confirm that with our dispatch team. Many customers and brokers do not tolerate unscheduled or out-of-plan deliveries.

This requirement is obligatory. If you don’t follow it a situation when a non-authorized person signs for the freight may occur. In this case shipment might be stolen or taken to the wrong location. Chapter 9 specifies your liability in those situations.

### D. AT THE DELIVERY

a. Call/text upon arrival to drop off (as soon as you arrive to the facility) It’s obligatory to notify us on your arrival to the delivery before contacting the receiver or any further steps.

b. Ask the person signing for the freight to write down or spell for you that person’s first and last name. We must always have the name of the person who signed the BOL (POD). It’s not always possible to get the name from the person’s signature.

c. Call/text once dropped off and provide POD (first and last name of the person who signed for the freight).

d. If the consignee (delivery) requests hand load (driver assistance) or any other additional services - same rule as at the pickup shall apply.

e. If the consignee requests unloading at another location you are to call the dispatcher before you move.

f. In case you waited for over 2 hours (from the time the pick up was scheduled for) at the delivery - please make sure to write down the “in and out times” on the BOL and have the receiver sign the BOL (POD). This will significantly increase our chances to get the detention fees from the broker. In some occasions we might be unable to get detention when there are no “in and out times” written down on the BOL.

g. If you have any issues at the facility don’t hesitate to call our office, we’ll always do our best to assist you.

h. If you are being asked by the receiver to leave the property and return at a later time or date, you must obtain authorization from Carrier’s dispatch prior to leaving.

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i. If you leave without authorization from Carrier`s dispatch, it may be considered theft of freight, and financial penalties, including consequential damages, may be incurred by Carrier.

Some other general rules:

- a. Please always be polite to the employees at all facilities whatever happens. We all can have that bad day.
- b. We give your phone number to our customers for tracking purposes only. In case the customer calls you and asks for any type of information please forward them to our dispatch - Chapter 10.
- c. Keep in mind non-tobacco and non-cell-phone-use provisions.
- d. If any delay happens because of traffic/weather/etc. please be ready to provide any evidence - photos/videos, etc.
- e. Always make sure that the freight and the packaging is not damaged or torn and properly secured in the truck. We want to exclude any possibility of unfair claim.

You can always access this manual online on our website.

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