



**ELK GROVE VILLAGE, IL 60007**

**PH: 224.222.0100**

**FX: 630.477.0375**

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**Mailing Address:** Delta Group Logistics  
1601 Estes Avenue, Unit B  
Elk Grove Village, IL 60007

**Contact:** dispatch@deltagrouplog.com

**SCAC Code** DGLD  
**MC #** 766673 - B  
**DOT#** 2263986  
**FEIN:** 45-3672015

**Accounting Contacts:**

Phone Number: 224 222-0900 Ext 2  
Billing Email: AP@DeltaGroupLog.com  
Payment Status Email: PS@DeltaGroupLog.com  
Quick Pay Program: Three Day terms for just 3% Fee

**Please return the following:**

Carrier Profile Sheet  
Signed & Initialed (each page) Carrier Contract  
W9  
Carrier Authority  
Insurance Certificate



U.S. Department of Transportation  
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.  
Washington, DC 20590

**SERVICE DATE**  
**January 20, 2012**

**LICENSE**

**MC-766673-B**

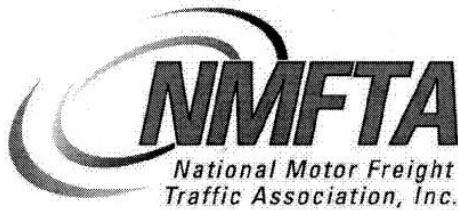
U.S. DOT No. 2263986  
DELTA GROUP LOGISTICS INC  
ELK GROVE VILLAGE, IL

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Jeffrey L. Secrist, Chief  
Information Technology Operations Division

BPO



October 11, 2013

GORAN MAMIC  
DELTA GROUP LOGISTICS INC  
2300 EAST HIGGINS RD #316  
ELK GROVE VILLAGE, IL 60007

**CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) ASSIGNMENT**

The Standard Carrier Alpha Code of **DGLD** has been assigned to:

DELTA GROUP LOGISTICS INC  
2300 EAST HIGGINS RD #316  
ELK GROVE VILLAGE, IL 60007  
MC-766673  
US DOT- 2263986

This Alpha Code will apply only to the company name shown above through June 30, 2014. An invoice will be mailed approximately one month prior to expiration and must be returned promptly together with payment to ensure its continued validity. Should the company name or address change, please notify the National Motor Freight Association, Inc. at the address above. **If you participate in the Bureau of Customs & Border Protection ACE, AMS, CAFES, FAST or PAPS programs, it is your responsibility to ensure that a copy of this letter is forwarded (email preferred) to the following address:**

CBP SCAC Processing  
Bureau of Customs and Border Protection  
7681 Boston Blvd., Beauregard (B-308)  
Springfield, VA 22153  
AMS.SCAC@DHS.GOV

Alpha Codes ending with the letter "U" have been reserved for the identification of freight containers. If your Alpha Code ends with the letter "U", it should be used only for this purpose. A non-U ending Alpha Code should be obtained to satisfy other requirements such as company identification for Customs, Electronic Data Interchange, freight payments, tariffs, etc.

**NOTICE:** Assignment of the above listed SCAC is unrelated to participation in the National Motor Freight Classification (NMFC). Further, it does not confer membership in the National Motor Freight Traffic Association, Inc. nor allow use of the NMFC in connection with freight rates. For participation and membership information, please call (703) 838-1810

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <h1>Delta Group Logistics Inc</h1>	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	
<b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<input type="checkbox"/> Other (see instructions) ▶ _____	
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>1601 Estes Ave unit B</b>	
<b>6</b> City, state, and ZIP code <b>Elk Grove Village, IL 60007</b>	
<b>7</b> List account number(s) here (optional)	
<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>	
<b>Requester's name and address (optional)</b>	

<b>Part I</b>	<b>Taxpayer Identification Number (TIN)</b>
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Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

			-			-				
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or

**Employer identification number**

4	5	-	3	6	7	2	0	1	5
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## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <u>Gordon Hase</u>	Date ▶ <u>4/2/19</u>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



## Carrier Profile Sheet

Carrier Name: \_\_\_\_\_ Date: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

SCAC: \_\_\_\_\_ Fed ID# \_\_\_\_\_ MC# \_\_\_\_\_ USDOT# \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

Name of Factoring Company: \_\_\_\_\_

Remit to Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone# \_\_\_\_\_

Insurance Agency/Contact: \_\_\_\_\_ Phone# \_\_\_\_\_ Email: \_\_\_\_\_

Dispatcher: \_\_\_\_\_ Main Phone# \_\_\_\_\_ Email: \_\_\_\_\_

Afterhours/24 Hour Contact: \_\_\_\_\_ Phone# \_\_\_\_\_ Email: \_\_\_\_\_

Operations Manager: \_\_\_\_\_ Phone# \_\_\_\_\_ Email: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_ Phone# \_\_\_\_\_ Email: \_\_\_\_\_

### Equipment

Tractors: \_\_\_\_\_

Number of Team Drivers: \_\_\_\_\_

Dry Vans: \_\_\_\_\_ 48' \_\_\_\_\_ 53' \_\_\_\_\_

Plate Trailers: \_\_\_\_\_

Reefers: \_\_\_\_\_ 48' \_\_\_\_\_ 53' \_\_\_\_\_

Flatbeds: \_\_\_\_\_

Straight Trucks: \_\_\_\_\_

Sprinter Vans: \_\_\_\_\_

Hazmat Endorsed: \_\_\_\_\_ Yes \_\_\_\_\_ No

### Insurance

Are you insured to carry any/or all the following commodities?

☐ Alcohol ☐ Ammunition/Explosives ☐ Electronics ☐ Batteries

Does your insurance cover all drivers? Yes \_\_\_\_\_ No \_\_\_\_\_ Does your insurance cover all trucks? Yes \_\_\_\_\_ No \_\_\_\_\_

### Geographic Coverage

US Customs Bond# \_\_\_\_\_ Canadian Customs Bond# \_\_\_\_\_ Service in Mexico \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_

Fast Certified: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ TSA Certified: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ CSA Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_

North East:

South West:

South East:

North West:

Mid-West:

Central:

Preferred States or lanes: \_\_\_\_\_

Email Available Loads? \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_

Email Address to send available Loads? \_\_\_\_\_

Initial \_\_\_\_\_

**SCHEDULE A**  
**SANITARY FOOD TRANSPORTATION REQUIREMENTS**

1. Carrier must comply with the laws and regulations governing the safe and secure transportation of food that will ultimately be consumed by humans or animals ("Food Shipments"), including those required by local, provincial, state and federal laws, regulations, ordinances and rules including, but not limited to, the Food Safety Modernization Act (21 U.S.C. § 2201, et seq.), the Federal Food, Drug and Cosmetic Act (21 U.S.C. § 341, et seq.) ("FD&C Act"), the Sanitary Food Transportation Act (49 U.S.C. 5701, et seq.), the U.S. Food and Drug Administration's Final Rule on the Sanitary Transportation of Human and Animal Food (21 C.F.R. § 1.900, et seq.) and all applicable U.S. Department of Agriculture and Food Safety and Inspection Service regulations (collectively, the "Food Safety Laws").
2. Carrier is responsible for the sanitary conditions of Food Shipments during their transportation and complying with Broker's and/or the Customer's written instructions. Carrier shall apply all written instructions to future Food Shipments of the same goods tendered by Broker for the same Customer, unless instructed otherwise in writing. If Broker's or Customer's instructions require a cargo seal, the lack of a seal or seal irregularities shall be sufficient to consider the Food Shipment unsafe and a total loss. Carrier agrees that when transporting food for human consumption, late delivery, i.e. delivery after the deadline indicated on the transportation documents, alone shall be sufficient to reject a Food Shipment and consider the cargo a total loss.
3. Carrier shall verify the temperature of Food Shipments before loading. Carrier must record temperature on shipping document(s) related to transport of Food Shipments, including without limitation any Bill of Lading ("Shipping Document"). If the temperature is more than two degrees different from the required temperature stated in the written instructions or Shipping Document, then the Carrier shall immediately notify Broker and refuse to load the Food Shipments. In the event Carrier is unable to verify the temperature due to restrictions imposed by the Broker, consignor, consignee or due to the physical circumstances of loading, Carrier is excused from performing such verification. The foregoing exception shall not relieve Carrier of compliance with any other provision of this Schedule.
4. Carrier represents and warrants that all Equipment (as defined in the Food Safety Laws) used in transporting Food Shipments is in safe and sanitary condition and appropriate for performance of the Services for Food Shipments, including but not limited to ensuring that the Equipment is free from contamination, pest infestation, and evidence of prior cargo that could render the Food Shipments unsafe. If Carrier transports partial load shipments (also known as less-than-truckload, or LTL, shipments), Carrier shall conduct appropriate inspections and take necessary actions upon receiving the first shipment and each subsequent shipment to ensure that (a) the Equipment remains in safe and sanitary condition; (b) any Food Shipments will not be contaminated by any previously or subsequently loaded cargo; and (c) the temperature of any temperature-controlled Food Shipment will not be materially disrupted.
5. When required by and as specified in Broker's and/or Customer's instructions or Shipping Document, Carrier must ensure that the cold storage compartments are prepared for safely transporting the Food Shipments. Carrier must set temperature controls to pre-cool mechanically refrigerated cold storage compartments before offering equipment with auxiliary refrigeration units for transportation of Food Shipments requiring temperature control and set the operating temperature to ensure the Food Shipments at all times are maintained at the temperature set point or within the temperature range specified on the shipper's and/or Broker's instructions or Shipping Document.
6. Immediately upon request or as promptly as practicable thereafter, Carrier will provide Broker and/or Customer:
  - a. Evidence of the operating temperature of Food Shipments maintained during Services in the manner acceptable to Broker and/or the shipper;
  - b. Documented written processes for maintaining food safety, including maintenance of temperature control, and cleaning, sanitizing, and inspecting Equipment;
  - c. Evidence of transportation traceability, including information regarding: (1) Previous cargo hauled in bulk or in other Equipment; and; (2) Maintenance and intervening cleaning procedures for docks and Equipment.
  - d. Appropriate training processes for each person under Carrier's supervision or control involved in providing the services pursuant to this Agreement; and
  - e. Evidence that the Food Shipments have not been adulterated, as defined below, and have been transported under sanitary conditions to protect the shipments against temperature abuse or excessive fluctuations and any physical, chemical, or microbial contamination.

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7. Carrier agrees to maintain all documentation and records related to the transport of Food Shipments governed by this Agreement, including those documenting personnel training and Equipment cleanings, sanitization and inspections, and the safe and sanitary transport of Food Shipments, and shall make the records available to Broker and/or Customer upon request.
8. Carrier acknowledges and agrees that the temperature of the Food Shipments is a material condition of this Agreement. Carrier shall develop and maintain written procedures related to the safe transport of Food Shipments tendered to it by the shipper, through Broker, and shall train its drivers and staff regarding safe transport of the shipper's Food Shipments and other goods.
9. If goods are tendered to Carrier and a reasonable person would understand that the goods require controlled temperature transportation, and Carrier has not been provided instructions regarding controlled temperature goods, Carrier shall request and obtain such instructions prior to loading the goods. If Carrier receives contradictory or confusing instructions regarding any shipment, Carrier must resolve the contradictory or confusing instructions prior to accepting the shipment for transport.
10. Liability Related to Food Shipments.
  - a. In addition to complying with the requirements in Section 4(c), Carrier agrees that Food Shipments that have been transported or offered for transport, pursuant to this Agreement, under conditions that are not in compliance with the written instructions or requirements set forth in the Shipping Document, including any seal, temperature, quality control standards and delivery date requirements, will be considered "adulterated" within the meaning of the FD&C Act (21 U.S.C. §§ 342(a)(i)(4), 342(i)). Carrier understands that adulterated shipments may be refused by the shipper, consignee, or receiver upon their tender for delivery at destination, with or without inspection.
  - b. Carrier assumes liability for the result of breach of any of the foregoing requirements specified in this Schedule. Carrier agrees that Broker is not responsible for and shall in no way be held liable to Carrier for Carrier's or any shipper's consignee's, receiver's or loader's obligations or their failure to adhere to their respective obligations under the laws and regulations governing the safe and sanitary transport of food for human consumption, including the Food Safety Laws referenced above.
11. The determination regarding the acceptability, salvage ability and/or the adulterated status of Food Shipments transported by Carrier shall be within the sole discretion of the Customer and shall be binding on Carrier.



## **Broker-Carrier Agreement**

This Broker-Carrier Agreement ("Agreement") is effective on the signature date of the Parties (the "Effective Date") and is between Delta Group Logistics, Inc. ("Broker"), with a primary address of 1601 Estes Ave Unit B, Elk Grove Village, IL 60007, and the motor carrier identified in the signature block of this Agreement ("Carrier"). Broker and Carrier are jointly referred to herein as the "Parties" or singularly as a "Party."

### **RECITALS**

- A. Broker is licensed as a property broker by the Federal Motor Carrier Safety Administration ("FMCSA") in Docket Number MC-766673 and USDOT Number 2263986 (the "Authority"), or by appropriate State agencies, and as a licensed broker, arranges for freight transportation; and
- B. Carrier is authorized to operate in inter-provincial, interstate and/or intrastate commerce and is qualified, competent and available to provide for the transportation services required by Broker and warrants that it does not have an unfit, conditional or unsatisfactory safety rating issued from the U.S. Department of Transportation; and

**NOW THEREFORE**, intending to be legally bound and the Parties enter into this Agreement in accordance with 49 U.S.C. § 14101(b)(1) and expressly waive any and all rights and remedies that each may have under 49 U.S.C. § 13101 through § 14914 that are contrary to the provisions of this Agreement and agree as follows:

- 1) Term. The Term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods; provided, however, that either Party may terminate this Agreement at any time by giving thirty (30) days prior written notice, with or without cause.
- 2) Services. Broker agrees to tender to Carrier on a non-exclusive basis, and Carrier agrees to accept from Broker, shipments from Broker's customers ("Customers") consisting of general commodities for transportation. Carrier will transport Customer's freight in accordance with the terms set forth in this Agreement (the "Services"). Every shipment tendered to Carrier by Broker on or after the date of this Agreement will be subject to the terms of this Agreement.
- 3) Broker's Responsibilities. Broker shall offer Carrier at least one shipment annually. Broker provide Carrier will information necessary to perform Services. Broker agrees to conduct all billing services to shippers, consignees, or other party responsible for payment. Carrier shall invoice Broker for all charges pertaining to the Services, as mutually agreed upon in writing on Broker's Carrier Confirmation forms, incorporated herein by this reference (the "Rates"). The Rates may only be amended by written agreement of the Parties. Rates are all inclusive for the Services, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, tariff rates, released rates or values, or tariff rules or circulars. Broker shall maintain a bond or trust as required by the FMCSA. Broker will notify Carrier immediately of any change in Broker's FMCSA authority. Broker's responsibility is limited to arranging for, but not actually performing transportation.
- 4) Carrier's Operating Authority. Carrier represents and warrants that it is legally qualified in accordance with all federal, state, provincial, territorial, and local laws, statutes, regulations, rules, and ordinances (collectively, "Applicable Law") to provide, as a motor carrier, the transportation services contemplated herein. In the event that Carrier receives or is notified it will receive an change in its Authority or safety rating or fails to maintain or is notified of such failure to maintain insurance required hereunder, Carrier shall immediately notify Broker and shall not transport any of Customer's shipments.
- 5) Performance of Services. Carrier will safely and timely load, secure, transport, unload and deliver Customer's cargo (the "Freight") to Carrier, under its own Authority and in accordance with the best practices and standards for the industry. Carrier agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing. Nothing in this Agreement shall be interpreted as requiring a driver to perform Services within a certain time or to violate the Hours of Service Regulations. Carrier certifies that it will assign drivers to perform the Services only if such drivers have enough time to remain in compliance with the Hours of Services Regulations. Carrier will comply with Customer's security regulations and all instructions and rules provided at Customer's facility. Carrier is solely responsible for any and all management and control of its employees, and equipment to ensure the safe and legal operation of vehicles and drivers, regardless of any service requests, demands, preferences, instructions, and information from Broker or Customer.
- 6) Prohibition of Brokering the Shipment. Carrier will not re-broker, co-broker, subcontract, assign, interline, partial, or transfer any part of the Services to any other person(s) or entity(ies) conducting business under Carrier's Authority or different authority. In

Initial \_\_\_\_\_



addition to all remedies at law, equity or in this Agreement, if Carrier breaches this provision, Broker shall be entitled to liquidated damages in the amount of Five Thousand Dollars (\$5,000) per event of breach. The Parties agree that this amount represents the loss of Customer goodwill and lost profit due to Carrier's breach of this provision. Broker shall have the right of paying the monies it owes to the Carrier directly to the delivering carrier, in lieu of payment to Carrier and such payment will be in satisfaction of an equivalent amount due to Carrier, and Carrier shall not be released from any responsibilities and liability to Broker under this Agreement. In addition to the indemnity obligations in this Agreement, Carrier will also be liable for consequential, incidental and special damages related to or arising from violation of this provision.

- 7) Payment. Broker shall pay Carrier's invoice within thirty (30) days of receipt of Carrier's freight bill, bill of lading, clear delivery receipt, and any other necessary billing documents enabling Broker to ascertain that service has been provided at the agreed upon charge. As a condition to payment, Carrier shall provide Broker with a legible copy or photocopy of the bill of lading or other proof of delivery. Carrier's failure to provide Broker with a legible copy or photocopy of the bill of lading or other proof of delivery will result in Carrier being held responsible to Broker for any and all revenues that are uncollected by Broker because of Carrier's failure to provide needed support paperwork to Broker.
- a. Carrier will waive its right for payment of any freight bills not submitted for payment within ninety (90) days of delivery or waive its right to payment for services rendered with respect to such late submitted invoices. Claims for undercharges must be brought within ninety (90) days of Broker's receipt of the original invoice giving rise to such undercharge claim. Assuming Carrier has complied with the foregoing invoicing obligations, CARRIER shall bring suit related to unpaid freight charges or undercharges within 18 months of the date of delivery or its right to sue or otherwise seek payment shall be waived.
  - b. Carrier authorizes Broker to seek payment of Carrier's invoices by shipper, consignee, or third parties responsible for payment. Upon receipt of payment by Broker, any right of Carrier to payment from the Customer or any other third-party for services performed will be automatically assigned to Broker.
  - c. Carrier agrees that Broker has the exclusive right to handle all billing of freight charges for the Services, and, as such, Carrier agrees to refrain from all collection efforts against the shipper, receiver, the Customer, its related entities or its customer, unless Broker, in its sole discretion, expressly authorizes Carrier in writing to collect from any such party, in which case, Carrier's sole recourse will be against such party. If Carrier breaches this subsection, Broker shall be entitled to liquidated damages in the amount of Five Thousand Dollars (\$5,000) per event of breach. The Parties agree that this amount represents the loss of Customer goodwill and lost profit due to Carrier's breach. In addition, Carrier must reimburse Broker for any legal fees and costs that Broker incurred enforcing this Agreement.
  - d. Broker has the discretionary right to offset any payments owed to Carrier hereunder for any breach of this Agreement and/or any liability incurred by Carrier, including, but not limited to, claims for freight, loss, damage, or delay.
- 8) Factoring. Carrier will provide Broker at least thirty (30) days' written notice prior to any assignment, factoring or other transfer of any of its rights to receive payments from Broker. Written notice will include the correct legal name and address of the assignee, transferee or factoring entity; the effective date of the assignment, transfer or factoring arrangement; the terms of the assignment; and a written confirmation from the assignee, transferee or factoring entity that such assignment, transfer or factoring arrangement is, in fact, in existence. Any such notice will be effective only upon actual receipt by Broker. Broker does not in any way guarantee that it will be able to recognize any such assignment, transfer or factoring arrangement, and CARRIER AGREES TO DEFEND, INDEMNIFY AND HOLD BROKER HARMLESS FROM AND AGAINST ANY COSTS, EXPENSES or fees (including attorneys' fees) which Broker may incur as a result of Broker's inability, failure or refusal to comply with Carrier's transfer, assignment or factoring directions. Carrier will be allowed to have only one assignment, transfer or factoring arrangement in effect at any one point in time, and no multiple assignments, factoring or transfers by Carrier will be permitted. Carrier also releases and waives any right, claim or action against Broker for any amounts due or owing under this Agreement if Broker fails or refuses to comply with any such assignment, transfer or factoring arrangement or where Carrier has not complied with the notice requirements herein.
- 9) Receipts and Bills of Lading. Each shipment shall be evidenced by a written form such as a bill of lading, signed by the Carrier, showing the kind and quantity of the commodity received at the loading point. Such form will be evidence of receipt of the Freight by Carrier in apparent good order and condition or as may be otherwise noted on the face of such form. Carrier agrees that Customer's insertion of Broker's name as the carrier on a bill of lading shall be for the Customer's convenience only and shall not change Broker's status as a property broker, nor Carrier's status as a motor carrier. Any terms and conditions on any bill of lading, tariff, circular, proof of delivery, or receipt shall be null and void; this Agreement solely governs the Services. Upon acceptance of a shipment, Carrier shall assume liability for the Freight until proper delivery is made to the designated consignee. Carrier shall obtain a delivery receipt signed by the consignee at the time of delivery, showing the kind, quantity, and condition of the Freight. Absence or loss of any such documents will not relieve the Carrier of responsibility for Freight. If a bill of lading is issued for any shipment, its purpose will be only to evidence the receipt of the Freight.

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- 10) Cargo Claims. Carrier shall have the sole and exclusive care, custody and control of the cargo tendered hereunder from the time it is delivered to Carrier for transportation until delivery to the consignee accompanied by the appropriate receipts. Carrier shall notify Broker immediately in the event any such cargo is lost (including stolen), damaged or destroyed, or in the event Carrier becomes aware that applicable delivery schedules will not be met.
- a. Carrier assumes the liability of a motor carrier under 49 U.S.C. §14706 ("Carmack") for loss, delay, or damage of any and all goods or property tendered to Carrier pursuant to this Agreement.
  - b. Carrier shall be liable for the full invoice value of the cargo lost, damaged, delayed, or destroyed, as well as any additional costs or fees imposed upon Broker by the cargo claimant. No other limitation of liability shall apply unless specifically agreed to in writing by Broker prior to Carrier's receipt of the specific shipments to which such limitation applies, and Broker's agreement to a limitation shall not be construed as a waiver of full value liability with respect to any other goods tendered to Carrier.
  - c. 49 C.F.R. Part 370 shall govern the processing of the cargo claims, except where amended herein. Carrier shall fully assist Broker in investigating any claim for cargo loss, damage, delay, or destruction. Carrier shall deny, compromise or pay the claim within ninety-days (90) of receipt of the claim. If Carrier fails to comply with this Section, Carrier shall be automatically liable for the full amount of the cargo claim and waives any and all defenses to the claim.
  - d. Carrier shall pay to Broker or allow Broker to deduct from the amount Broker owes Carrier, Customer's full actual loss for the kind and quantity of commodities so lost, delayed, damaged or destroyed.
  - e. Carrier waives any right to salvage goods subject to this Agreement, as well as any right to claim an offset for the value of salvage. Exclusions from coverage contained in Carrier's Cargo Insurance as required herein shall not affect Carrier's liability for freight loss, damage, or delay.
- 11) Insurance. Carrier must procure and maintain the following minimum limits:
- a. *Public liability and property damage insurance ("AL")* covering all owned, non-owned, and hired vehicles (including any Trailers provided by Broker or its Customer as addressed below) with a reputable and financially responsible insurance company insuring Carrier in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence, or such larger amount as required by applicable law. Such insurance shall also cover Carrier's contractual liability for this Agreement.
  - b. *Commercial General Liability ("CGL") Insurance* covering the transportation of shipments and other operations under this Agreement in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence.
  - c. *All Risk Broad Form Motor Truck Cargo Legal Liability ("Cargo")* insurance in an amount not less than \$100,000.00 (U.S. Dollars) per occurrence or a higher amount if the shipment is valued more than \$100,000. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage.
  - d. *Statutory Workers' Compensation Insurance* coverage in such amounts and in such form as required by state law.
  - e. *Additional Requirements*. All insurance policies required by this Agreement shall be primary and shall waive subrogation and contribution against Broker. Carrier shall furnish to Broker written certificates obtained from the insurance carrier showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to Broker at least thirty (30) days prior to such cancellation or modification. By an endorsement to the policies, Broker shall be named as an additional insured on Carrier CGL and AL policies, and as a loss payee on the Cargo policy on the certificates of insurance. Upon request, Carrier shall provide Broker with copies of policies and any communication between Carrier and its insurer regarding a cargo claim arising from the Services. Nothing in this Agreement shall be construed to avoid or limit Carrier's liability under this Agreement to the amounts of such insurance or to any exclusion or deductible in any insurance policy.
- 12) Indemnification. CARRIER SHALL DEFEND, PAY, REIMBURSE, INDEMNIFY, AND HOLD BROKER, ITS CUSTOMERS AND THEIR CUSTOMERS AND EACH OF BROKER'S AND CUSTOMERS' AFFILIATED ENTITIES AND THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ALL DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL LOSSES, LIABILITIES, DAMAGES, CLAIMS, ALLEGATIONS, SUITS, FINES, PENALTIES (INCLUDING, WITHOUT LIMITATION, REGULATORY OR GOVERNMENTAL FINES AND PENALTIES), COSTS OR EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR IN ANY WAY RELATED TO; (I) THE PERFORMANCE OF ANY OR ALL OF CARRIER'S OBLIGATIONS IN THIS AGREEMENT; (II) BREACH OF THIS AGREEMENT OR ANY WARRANTY OR REPRESENTATION HEREIN BY CARRIER AND/OR ITS EMPLOYEES, AGENTS OR INDEPENDENT CONTRACTORS WORKING FOR CARRIER; (III) ALLEGATIONS BY ANY EMPLOYEE, AGENT, SUB-CONTRACTOR OR ANYONE ELSE ACTING ON CARRIER'S BEHALF OR AT ITS EMPLOYEES' DIRECTION OR BEHALF AND/OR ANY GOVERNING AUTHORITY THAT ONE OR MORE CARRIER'S EMPLOYEES, AGENTS, SUB- CONTRACTORS OR ANYONE ELSE ACTING AT CARRIER'S OR ITS EMPLOYEES' DIRECTION OR ON THEIR BEHALF ARE THE EMPLOYEES OF BROKER AND ANY AND ALL EMPLOYMENT RELATED CLAIMS OF CARRIER'S EMPLOYEES, AGENTS, SUB- CONTRACTORS OR ANYONE ELSE ACTING AT CARRIER'S OR ITS EMPLOYEES' DIRECTION OR ON THEIR BEHALF (COLLECTIVELY, THE "CLAIMS"). CARRIER'S INDEMNIFICATION OBLIGATIONS HEREIN INCLUDE, BUT ARE NOT LIMITED TO, CLAIMS BROUGHT BY ANY PERSON, BUSINESS, ENTITY, ESTATE, ORGANIZATION OR ANY STATE, FEDERAL OR LOCAL GOVERNMENTAL AGENCY,

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RELATING TO; (I) PERSONAL INJURY (INCLUDING, WITHOUT LIMITATION, DEATH); (II) PROPERTY DAMAGE; (III) POLLUTION; (IV) ENVIRONMENTAL DAMAGE; AND (V) CARRIER'S POSSESSION, USE, MAINTENANCE, CUSTODY OR OPERATION OF THE EQUIPMENT. HOWEVER, CARRIER'S INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH WILL NOT APPLY TO THE PRORATED EXTENT THAT ANY CLAIM IS CAUSED SOLELY BY THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF BROKER. CARRIER HEREBY EXPRESSLY WAIVES ANY EXCLUSIVE REMEDY DEFENSE, INCLUDING, BUT NOT LIMITED TO, THOSE AVAILABLE UNDER ANY WORKERS' COMPENSATION OR OTHER OCCUPATIONAL ACCIDENT STATUTORY REGIME, TO THE EXTENT NECESSARY TO EFFECTUATE CARRIER'S OBLIGATIONS UNDER THIS PROVISION.

- 13) Waiver of Lien. Carrier hereby waives and releases any and all rights to liens to any goods transported pursuant to this Agreement. If Carrier breaches this Agreement and files a lien or otherwise holds the cargo without Broker's authorization, Carrier will be responsible for Broker or Customer's attorneys' fees and costs to remove the lien or retrieve the goods, in addition to any other damages available to Broker and Customer under this Agreement.
- 14) Third-Party Beneficiary. Unless Broker provides Carrier with notification stating otherwise, each Customer shall be considered a third-party beneficiary of this Agreement, entitled to all the rights and benefits hereunder as if it were a direct party to this Agreement. Such third-party beneficiary rights only apply to the Services for that particular Customer's shipment.
- 15) Independent Contractor. It is understood and agreed that the relationship between Broker and Carrier is that of independent contractor. None of the terms of this Agreement, or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, employer/employee relationship between the Parties. Carrier shall provide the sole supervision and shall have exclusive control over the operations of its employees, contractors, subcontractors, agents, as well as all vehicles and equipment used to perform its transportation services hereunder. Broker has no right to discipline or direct the performance of any driver and/or employees of Carrier. Carrier represents and agrees that at no time and for no purpose shall it represent to any party that it is anything other than an independent contractor in its relationship to Broker. Carrier assumes full responsibility and liability for payment of the following items: all permits and operating authority, any amounts due to employees and third persons hired by Carrier, and applicable federal, state, and local taxes pertaining to its business including, but not limited to, all taxes for unemployment insurance, employee benefits including, but not limited to, old age pensions, workers' compensation, social security.
- 16) Non-Exclusive Agreement. Carrier and Broker acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either Party may enter into similar agreements with other carriers, brokers, or freight forwarders.
- 17) Waiver. Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.
- 18) Severability. To the extent that any provision of this Agreement may be held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall become ineffective as to all matters within the jurisdiction of that court. The court's holding, however, shall not be treated as affecting the validity or enforceability of any other provision of this Agreement, nor as affecting the validity or enforceability of any part of this Agreement in other jurisdictions.
- 19) Jurisdiction and Venue. Venue, controlling law, and jurisdiction in any legal proceedings shall be the state and federal courts in the State of Illinois; without giving effect to principles of conflict of law. ALL PARTIES WAIVE A TRIAL BY JURY.
- 20) Prohibition of Solicitation. Carrier agrees that during the term of this Agreement and for a period of 6 month(s) following termination of this Agreement for any reason, neither Carrier nor any employee, officer, director, agent, related entity or otherwise of Carrier, may directly or indirectly, solicit business from any shipper, consignee, or customer of Broker where: (a) the availability of such Freight first became known to Carrier as a result of Broker's efforts; or (b) the shipments of the shipper, consignee, or customer of the Broker were first tendered to the Carrier by Broker. In the event of breach of this provision, Broker shall be entitled, for a period of twelve (12) months following delivery of the last shipment transported by Carrier under this Agreement, as liquidated damages, a commission equal to the gross transportation revenue (as evidenced by freight bills) received by Carrier for the transportation of said freight. Additionally, Broker may seek injunctive relief and in the event it is successful, Carrier shall be liable for all costs and expenses incurred by Broker, including, but not limited to, reasonable attorneys' fees.
- 21) Confidentiality. In addition to information protected by law, statutory or otherwise as confidential, the Parties agree that all of their business, operational and financial information, including but not limited to Rates, Services, shippers', customers' or consignees' information, Freight volume requirements, shipping or other logistics requirements and other business and trade information (the

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"Confidential Information"), shall be treated as confidential, and shall not be disclosed or used for any reason except for the benefit of the other Party in performance of the obligations required in this Agreement, without prior written consent of the other Party. If either Party becomes legally required to disclose Confidential Information, or any part thereof, the Party so required will give prompt notice of such requirement to the other Party so it can obtain a protective order or other appropriate remedy with respect to such disclosure of Confidential Information, and in the event no such protective order or appropriate remedy is received, the required Party will disclose only that portion of the Confidential Information necessary to ensure compliance with such legal requirement. In the event of violation of the confidentiality requirements, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorneys' fees.

- 22) Modification. This Agreement may not be amended except by mutual written agreement signed by authorized representatives of each Party.
- 23) Notifications. All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by fax or by email with confirmed receipt. The Parties shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties' performance of this Agreement. Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.
- 24) Survival. In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected, and the unaffected terms shall remain valid and enforceable as written. The representations, rights, and obligations of the Parties hereunder shall survive termination of this Agreement for any reason and final payment for Services.
- 25) Counterpart. Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.
- 26) Force Majeure. In the event that either Party is prevented from performing its obligations under this Agreement because of an occurrence beyond its reasonable control and arising without its fault or negligence, including without limitation, war, riots, rebellion, acts of God, acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such failures to perform (except for any payments due hereunder) shall be excused for the duration of such occurrence. Economic hardships, including, but not limited to, recession and depression or work slowdowns, shall not constitute Force Majeure events.
- 27) Entire Agreement. Unless otherwise agreed in writing, this Agreement and any incorporated Carrier Confirmation forms contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

**Broker:** Delta Group Logistics, Inc.

**Carrier:** \_\_\_\_\_

Signature: Daniel Quinones Jr

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

Name: Daniel Quinones Jr.

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

Title: VP of Sales

Title: \_\_\_\_\_

Date: 11/01/20

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

Carrier's Address: \_\_\_\_\_

USDOT Number: \_\_\_\_\_

MC Number: \_\_\_\_\_

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