

Carrier Agreement Terms and Conditions

1. Carrier agrees it is a motor carrier engaged in the transportation of goods for compensation. Carrier further agrees it is in good standing with state and federal agencies that govern its conduct, it has authority to operate as a motor carrier, it meets all insurance requirements for the shipment, and it is able to safely haul the commodity listed on the product description.
2. Carrier agrees KOF is not a motor carrier, but has provided brokerage services related to the shipment. These services may include selling or otherwise arranging for transportation of the shipment by the Carrier for compensation. Carrier acknowledges that KOF, at no time, will take possession of the shipment or transport it.
3. Carrier agrees that an authorized Carrier representative has read and agrees to the terms of King of Freight's ('KOF') Motor Carrier/Broker Agreement located on KOF's website home page. The link for the Motor Carrier/Broker Agreement can be found on the front page. Scroll down the page to the tabs in the middle and the link for the 'Carrier/Broker Agreement' is below 'Submit BOL *New*'. This Rate Confirmation constitutes an addendum to that Agreement. Unless the Carrier provides KOF with written objections to its terms, prior to accepting shipment, at the earlier of within twenty-four (24) hours of receipt or upon work being initiated, Carrier is deemed to have agreed to the terms in the Carrier/Broker Agreement and in this Rate Confirmation.
4. KOF agrees to pay the rates and charges shown above and no different tariff rate or schedule of rates apply.
5. This rate is contingent upon successful and on-time completion of all load terms presented to Carrier and rate may be subject to reduction if carrier fails to complete any shipment terms and conditions. Rate may be reduced if load picks up or delivers after originally scheduled time and date. Failure to haul the contracted weight may result in a rate deduction. If Carrier cancels a load that has already been tendered, Carrier can be subject to a reduction up to \$250. Failure to adhere to any term or condition may also result in Carrier being reported to online loadboards, such as Internet Truckstop, DATS, etc.
6. Carrier agrees that it will not re-broker, assign, subcontract, or interline shipments without KOF's prior written consent and that if Carrier violates this provision Carrier forfeits its right to be paid for the transportation services in this Rate Confirmation. King of Freight reserves the right to require the Carrier to produce Elogs in cases where re-brokering or subcontracting is suspected in order to be paid for transportation services.
7. Carrier assumes responsibility and is liable for any loss or damage to the shipment or related to or arising out of the transportation of this shipment.
8. Accessorial charges (including but not limited to labor, detention, and/or layover charges) must be authorized and approved prior to or at time of occurrence. KOF will not provide any reimbursement of any non, prior-approved accessorial charges. The Carrier is liable for labor charges, facility charges, crane charges and/or any other loss which is the result of Carrier missing a pickup or delivery appointment time. Carrier shall ensure the bill of lading is notated either when handling is required or when detention occurs, that the Carrier obtains applicable receipts, and that both the bill of lading and receipts are included as supporting documents with the Carrier's invoice. All overage, shortage, and damage must be reported to KOF immediately, at time of occurrence, and noted on the bill of lading.
9. KOF's Customer requires that Carrier provide tracking updates for this shipment, through KOF, around the following events: arrival at and departure from Shipper(s) within thirty (30) minutes of occurrence; a minimum of one check call per day, prior to 10:00am, each day that Carrier is in possession of this shipment; and arrival at and departure from Receiver(s) within thirty (30) minutes of occurrence. Any problems or issues with the shipment must immediately be reported to KOF.
10. If Carrier is able to deliver, but refuses to deliver a shipment by the suggested delivery date and time, Carrier agrees to pay KOF a minimum penalty of \$50 for every hour after the suggested delivery time that the Carrier refuses to deliver the shipment. If the Carrier holds a load in transit hostage and/or demands King of Freight send a new rate confirmation under duress the carrier forfeits its right to be paid for the transportation services in this Rate Confirmation.
11. If there is damage to the cargo or other property, Carrier agrees to promptly assist and comply with all reasonable requests made by KOF and/or its authorized representatives with respect to their investigation of the damage comply with all reasonable claim requests from KOF. In such an instance, Carrier also agrees that KOF may reduce the rate to offset damages. Carrier acknowledges that it is subject to suit for damage or loss to any cargo while the cargo is in Carrier's custody or control. Carrier agrees that any legal proceeding arising out of or in connection with this shipment shall be brought exclusively in the Sedgwick County District Court of Kansas or the United States District Court for the District of Kansas at Wichita, Kansas, and that the laws of the State of Kansas will apply.
12. If any legal action, arbitration, or other proceeding is brought by KOF against Carrier related to or arising out of the transportation of this shipment, the other transportation services provided by Carrier, or to otherwise enforce the provisions of this Agreement, KOF shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action, arbitration, or other proceeding if it shall prevail, in addition to any other relief to which KOF may be entitled. KOF will only be entitled to such attorneys' fees and other costs if the amount of the judgment entered in favor of KOF in such action, arbitration, or other proceeding is in excess of the last tender made by the Carrier prior to the commencement of the action, arbitration, or other proceeding in which the judgment is rendered.
13. Pursuant to the parties Motor Carrier/Broker Agreement, Carrier will provide an amount of active cargo insurance coverage sufficient to cover the loss or damage of any commodities and cargo carried. Carrier's cargo insurance policy must not exclude from coverage any commodities or cargo carried on this order. If Carrier's cargo insurance policy contains a schedule of covered vehicles, Carrier will not transport any cargo on this shipment using a vehicle that is not listed as a scheduled vehicle on Carrier's cargo insurance policy.
14. Carrier authorizes Broker to offset the full amount of any claim with all monies owed to the carrier.
15. In the event that any provision in or obligation under this Agreement shall be deemed invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of other provisions in, or obligations under, this Agreement shall not in any way be affected or impaired thereby.
16. King of Freight does not pay detention, layover, or truck order not used (TONU) fees, but will address with customer on a case-by-case basis.
17. Failure to abide by any of the terms and conditions in this agreement may result in a deduction or penalty added.

KING OF FREIGHT THIRD PARTY BROKERAGE

Carrier Rate Confirmation for MAYBERRY ENTERPRISES INC

IMPORTANT! BOL Upload Key:'BSB-FW5'

Order #: 2406869	Type of Truck: Flatbed 48' - TARP REQUIRED
Carrier: MAYBERRY ENTERPRISES INC	MC #: 3111565
Pick Date: 04/01/24	Delivery Date: 04/01/24
Pick Time: 08:00:00 CST	Delivery Time: 13:00:00 CST
PO #: 10639300	Cost information on signature page
PU #: 3732178	Term: 30 days after receiving proof of delivery

Weight: 48,000 LBS.

Shipping From Address

RP C/O TLD RAMP BELLVILLE TX
12590 HIGHWAY 36
BELLVILLE, TX 77418
555-555-5555

Shipping To Address

ABC Supply Co 037
250 Century Plaza DR
HOUSTON, TX 77073
555-555-5555

Below is who King of Freight is paying for carrier services (PAYEE):

JOBE SERVICES
PO BOX 4346 DEPT 22
HOUSTON, TX 77210-4346

Shipping Instruction Requirements

*Below is a list of the shipment requirements per load basis provided by our customer to King of Freight. King of Freight is a third party freight brokerage between our customer and the carrier for this shipment. Failure to meet these requirements could result in a penalty.

48000lbs tarp required shingles

LOAD MUST BE ATTENDED AT ALL TIMES. CANNOT BE LEFT UNSUPERVISED FOR ANY AMOUNT OF TIME. ALL STORAGE YARDS MUST HAVE SURVEILLANCE CAMERAS, SECURITY AND BE FULLY GATED. CARRIERS INSURANCE IS RESPONSIBLE FOR FULL INVOICE AMOUNT IF LOAD IS STOLEN. IF INSURANCE DOES NOT COVER THIS LOADS DAMAGES OR STOLEN MATERIAL CARRIER WILL BE FULLY LIABLE FOR ENTIRE AMOUNT INVOICED FROM OUR CUSTOMER. CARRIER WILL NOT BE PAID IF RATE CONFIRMATION IS NOT SIGNED AND RETURNED. CARRIER WILL FACE LEGAL ACTION IF THEY DO NOT COMPLY WITH THE OUTLINED RULES WHILE TRANSPORTING THIS LOAD

IMPORTANT NOTICE

If your name is not on "PAYEE," you will not get paid for this load. If you are a factoring company and do not see your company name as "PAYEE," please contact KOF for a new rate confirmation. If a rate contract requires original copies, you need to mail the original copies to KOF.

Billing Instructions

*****KOF now has an online billing system in order to invoice us and receive payment*****

1. To receive payment, please submit the Bill of Lading ('BOL') and any other documentation requested on the rate confirmation or by King of Freight ('KOF') (i.e Scale Tickets, Weight Tickets, etc.).
2. The link for 'Submit BOL' can be found on our homepage (www.kingsoffreight.com) by scrolling down to the tabs in the middle of the page.
3. You will first need to enter the order number and then enter the BOL Upload Key found on the Rate Confirmation.
4. Next, attach the BOL and any other required documentation by clicking 'Choose File' and selecting the file. DO NOT Upload this Rate Confirmation with the BOL and Other Documents.
5. Lastly, enter an email address that you would like the acknowledgment of receipt to be sent to, verifying the upload was successful.

MAYBERRY ENTERPRISES INC

Cost: \$300

Print Name:

Harrison Mayberry

Signature:

[Handwritten Signature]

Date:

4/4/24

Thank You for doing business with King of Freight! Please Bill Hard Copy to:

**KING OF FREIGHT THIRD PARTY BROKERAGE
P.O. BOX 49170
Wichita, KS 67201**

**Broker: TY MCNEIL Business Phone: 316-530-5166 Mobile Phone: 316-554-4682 E-mail: tmcneil@kingoffreight.com
For Assistance call 316-440-4723 and Press 1 for Accounting or Press 2 for Dispatch**

***You must still submit required paperwork through our website (www.kingsoffreight.com), even if hard copy is mailed to address above.**



PO Number

SHIPPER	
0258 CertainTeed LLC CertainTeed Roofing 12590 HIGHWAY 36 BELLVILLE, TX 77418 , US 800-783-4166	
SHIP-TO PARTY	
0001001808 ABC 037-HOUSTON, TX 250 CENTURY PLAZA DR HOUSTON, TX 77073-6364 USA (281) 209-8000	
CARRIER	
800000	CUSTOMER PICK-UP
SCAC	CSPU

SHIPMENT INFORMATION		
Delivery Number	800437274	
Shipment Number	3978139	
Load ID	CS0003249441	
Pro #:		
Trailer/Container Number	1N0-7007	
Seal Number		
WEIGHT	LB	KG
Product Weight	45134	20472
Pallet Weight	585	265
Empty Truck Weight	28000	12701
TOTAL WEIGHT	73719	33438

Shipping Condition Customer Pick Up Z8
 Shipment Leg STOP 1
 Tarping Required NO
 Hazmat Endorsed Driver Not Required
 Hazmat Placarded Vehicle Not Required

LOAD NOTES
CUSTOMER REQUESTS PREPAID SHIPMENTS FROM LITTLE ROCK CPU FROM BELLVILLE
FLATBED PREFERRED, Van Okay for Shingles, Recvg Hrs 6am-3pm, Vans 8am-4pm, No Appointments needed, Tel:281-209-8000

CUSTOMER PO	ORDER#	CT MAT#	DESCRIPTION	HM	FZ	QTY	UoM	PALLET	LOOSE QTY	WEIGHT	
10639300	3732178	620690	LANDMARK AR MOIRE BLACK SP			624	BUN	13	0	45133.920	
								Total	13	0	45134

LEGAL TERMS & CONDITIONS
 This shipment is to be delivered to the consignee without recourse against the consignor, CertainTeed LLC. CertainTeed LLC hereby puts the carrier on notice that any such carrier that extends credit to the consignee for freight charges does so at such carrier's peril.

Pearlie Thomas

DO NOT DIVERT OR RECONSIGN EXCEPT UPON INSTRUCTION OF SHIPPER

APR 01 2024

SHIPPER PER *[Signature]* DATE _____ CARRIER PER *[Signature]* DATE 4/1/

RECEIVED IN APPARENT GOOD CONDITION - EXCEPTION NOTED

RECEIVER PER *[Signature]* DATE 4/1/24

Freight Charges	
Prepaid:	
Collect:	X
3rd Party:	

HM