



NEW CARRIER SET UP PACKET

PLEASE READ FIRST!!

The following documents are **REQUIRED** to have on file from your company:
ALL PAPERWORK MUST BE IN PDF FORMAT - NO PICTURES OR IMAGES

1. Insurance Certificates - Auto Liability, Cargo, & Worker's Compensation - with the certificate holder listed as Swiftwind Logistics, LLC, PO Box 455, Wallburg, NC 27373.

NOTE: A copy of your insurance certificate can be accepted as temporary proof of insurance for setup while your insurance company prepares the certificate with SWL to be listed.

2. FMCSA Certificate of Authority Letter

3. W-9 Form completed exactly as what is on file with the IRS.

4. Carrier Profile (p. 4) **MUST** be filled out completely. Failure to do so will slow down the setup process. If you use a factoring company, their name and address must be listed in the area provided **AND** you will need to include the "Notice of Assignment" to the factoring company.

5. Swiftwind Broker-Carrier Agreement (pp. 5-12) The top of the first page (p. 5) must be filled out, and pages 5-12 must be initialed at the bottom right of the page.

6. Hold Harmless Agreement must be signed and dated.

If you do not receive all 12 pages, please call right away. Missing any one of the above required documents and/or not completely filling them out, will prolong getting your company set up in our system. So please make sure you have all the above forms collected and filled out before sending the packet back.

We look forward to doing business with your company, and should you have any questions, please let us know.

Sandra Faizurrehman

Managing Director

Swiftwind Logistics, LLC

Please send all documents to:

The absence of any of the required forms, not legible, or not in PDF format, will delay the setup process. So please send all required documents in a timely manner. P.O. BOX 455, Wallburg, NC 27373 (732) 860-8261

COMPANY PROFILE

Mailing Address: P.O. BOX 455, Wallburg, NC 27373

732-860-8261

INCORPORATED: 2023

TYPE OF AUTHORITY: Broker MC# [MC-1562641](#)

PRIMARY COMMODITIES HANDLED: General Freight, Logs, Poles, Beams, Lumber, Building Material, Machinery/Large Objects, Fresh Produce, Grain, Feed, Hay, Coal, U.S. Mail, Commodities/Dry Bulk, Refrigerated Food, Agricultural/Farm Supplies, Construction

COMPANY CONTACTS:

Managing Director: Sandra Faizurrehman 732-860-8261 sandra.f@swiftwindlogistics.com

PAPERWORK & LOAD DOCUMENTS - Must be in PDF format, NO PICTURES or IMAGES
Paperwork REQUIRED To Process Payment:

Signed Rate Confirmation, CARRIER Invoice, Signed Bill Of Ladings/POD's, Lumper receipts,
Miscellaneous receipts (late fees, pallets, etc.)

ALL PAPERWORK MUST BE SIGNED, LEGIBLE, IN PDF FORMAT - NO PICTURES

ALLOWED AND RECEIVED WITHIN 30 DAYS OR PAYMENT WILL BE DELAYED.

Paperwork may be emailed to:

Email - support@swiftwindlogistics.com

CARRIER PROFILE

****MUST BE FILLED OUT COMPLETELY****

Carrier Name: _____ Year Established: _____

Dispatch Contact Name(s): _____

Mailing Address: _____

City, State, Zip: _____

Federal Tax ID: _____ MC#: _____ SCAC: _____

Are Comchecks Allowed: YES NO Who is Allowed to Receive Comcheck: Drivers
 Dispatch

Phone Numbers: _____

Fax Number: _____ Cell Phone Number: _____

Email Address: _____

Emergency/After Hours - Name & Number: _____

ELD Compliant: YES NO

SmartWay Carrier: Yes No TWIC Holder: Yes No TWIC #:

Hazardous Materials: Yes No Hazardous Certificate #:

Equipment Information: (List the quantity for each type that you use) 48' Dry Van	48' Reefer	48' Flatbed
53' Dry Van	53' Reefer	53' Flatbed
Step Deck	Box Truck	Hotshot

Factoring Company: (Attach Notice of Assignment)
Name: _____

Address: _____

Insurance Agent Information:

Agency Name: _____ Contact Person: _____

Phone/Fax/Email: _____

CARRIER INITIALS: _____

BROKER-CARRIER AGREEMENT

This Broker-Carrier Agreement (the "Agreement") is made and entered on _____, 20____ (the "Effective Date"), by and between Swiftwind Logistics, LLC ("Broker") and _____, operating under MC# _____ ("Carrier") (each, a "Party", and collectively, the "Parties").

I.

Recitals

- A. Broker is licensed as a property broker by the Federal Motor Carrier Safety Administration ("FMCSA"), or by appropriate State agencies, and as a licensed broker, arranges for freight transportation.
- B. Carrier is authorized to operate in inter-provincial, interstate, and/or intrastate commerce and is qualified, competent, and available to provide the transportation services required by Broker.

II.

Agreement

Term. This Agreement shall be for an initial term of twelve (12) months commencing on the Effective Date and will automatically renew for additional twelve-month terms until terminated in accordance with the provisions herein.

Carrier's Operating Authority and Compliance with Law. Carrier represents and warrants that it is duly and 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 contract carrier, the transportation services contemplated herein. Carrier further represents and warrants that it does not have a conditional or unsatisfactory or unfit safety rating issued by any regulatory authority with jurisdiction over Carrier's operations, including, but not limited to, the FMCSA of the U.S. Department of Transportation ("DOT"). Carrier further agrees to comply with all Applicable Laws in the performance of its services under this Agreement. In the event that Carrier receives a conditional or unsatisfactory or unfit safety rating, is notified that it may receive an unsatisfactory or unfit safety rating, fails to maintain insurance required hereunder, is notified that such insurance may become ineffective or is otherwise prohibited by Applicable Law from performing services hereunder, Carrier shall immediately notify Broker of such fact and shall not carry any loads or goods tendered to Carrier by Broker until such prohibition on operations is removed. Carrier shall be solely responsible for its day-to-day operations including, but not limited to, setting appropriate routes to ensure that transportation of shipments is accomplished in accordance with all Applicable Laws and to otherwise ensure shipments are not damaged in transit.

Performance of Services.

Carrier shall be solely responsible for controlling the method, manner, and means of accomplishing Carrier's services. Carrier or its driver are responsible for determining the appropriate route for transportation. Any route directions provided by Broker to Carrier are provided as a convenience only and Carrier shall have no obligation to follow such routing directions. So as to allow Broker to comply with Customer requests regarding shipment status, Carrier shall provide contact information for any driver transporting cargo pursuant to this Agreement.

Carrier's services under this Agreement are designed to meet the needs of Broker under the specified rates and conditions set forth herein. Carrier agrees that the terms and conditions of this Agreement apply to all shipments handled by Carrier for Broker and that the terms of this Agreement control the relationship between the Parties. Regardless of whether they are required by law, in no event shall any provisions of Carrier's tariff, terms and conditions, service guide, bill of lading, or similar documentation apply to services provided under this Agreement. Carrier shall transport all shipments provided under this Agreement without delay, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to Broker by Carrier. This Agreement does not grant Carrier an exclusive right to perform any transportation-related services for Broker or the entity that has retained Broker (hereinafter, the "Customer").

Any equipment used by Carrier to transport cargo pursuant to this Agreement shall be used exclusively for such purpose while loaded with Customer cargo, and in no event will the property of any other party be loaded on such equipment unless Broker expressly consents thereto in writing.

If Carrier is late for a scheduled pick-up or delivery appointment, the applicable rate may be reduced.

CARRIER INITIALS: _____

Receipts and Bills of Lading. Each shipment hereunder shall be evidenced by a bill of lading acceptable to Broker naming Carrier as the transporting carrier. The fact that Broker is named as a “carrier” upon any applicable bill of lading shall not affect its status as a property broker. Upon delivery of each shipment made hereunder, Carrier shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by Broker or the Customer, and Carrier shall cause such receipt to be signed by the consignee. The bills of lading are intended to act as a receipt only. Carrier’s failure to issue a bill of lading shall not affect its liability hereunder. Carrier shall notify Broker immediately of any exception made on the bill of lading or delivery receipt.

Carrier’s Operations.

Carrier shall, at its sole cost and expense:
furnish all equipment necessary or required for the performance of its obligations hereunder (the “Equipment”);
pay all expenses related, in any way, with the use and operation of the Equipment;
maintain the Equipment in good repair, mechanical condition, and appearance; and
maintain records of Equipment use which will be provided to Broker upon request.

Carrier shall be responsible for the acts and omissions of each of its employees, agents, representatives, contractors, and subcontractors and shall utilize only competent and able personnel that are legally licensed in accordance with all Applicable Laws to perform the services hereunder. Carrier shall have full control of any personnel used in the provision of motor carrier services hereunder. Carrier shall be solely responsible for ensuring, and will ensure, at Carrier’s cost and expense, that such personnel are fully qualified to perform services hereunder, and that such personnel have access to all locations into which access is necessary to perform services under this Agreement. Without limiting the foregoing, Carrier shall ensure that any personnel providing services have sufficient hours available to complete scheduled deliveries in accordance with, and without violation of, applicable hours of service regulations. Carrier shall be solely responsible for determining whether scheduled services can be completed without violation of Applicable Law, and if services cannot be completed without violation of Applicable Law, shall notify Broker prior to acceptance of load.

Carrier shall perform the services hereunder as an independent contractor and assumes complete responsibility for all state and federal taxes, assessments, insurance (including, but not limited to, workers’ compensation, unemployment compensation, disability, pension, and social security insurance) and any other financial obligations arising out of the transportation performed hereunder.

Carrier shall be solely responsible for compliance with all provisions of Applicable Law regarding air quality and environmental standards including, but not limited to, those of the California Air Resources Board (“CARB”). By entering into this Agreement, Carrier acknowledges and agrees that it is aware of applicable CARB regulations, including the Truck and Bus Regulation (“TBR”) at 13 C.C.R. § 2025, the Drayage Truck Regulation (“DTR”) at 13 C.C.R. § 2027, the regulation on Transportation Refrigeration Units (“TRU”) at 13 C.C.R. § 2477 *et. Seq.*, and the Tractor Trailer Greenhouse Gas (“GHG”) regulation at 17 C.C.R. § 95300 *et. Seq.*, and has adopted policies and procedures to ensure compliance with such regulations, as they may be revised, adopted, and amended from time to time. Carrier shall only dispatch and operate compliant vehicles (including vehicles with compliant TRUs) and shall maintain shipment-specific records evidencing such compliance, which records shall be provided to Broker upon request. Without limiting the foregoing, if Carrier operates TRUs in California under this Agreement, it shall ensure all such units are registered with the CARB’s Equipment Registration system (“ARBER”).

With respect to transportation governed by regulations of the Food and Drug Administration (“FDA”) codified at 21 C.F.R. Part 1.900, and regardless of whether such FDA regulations apply to Carrier, Carrier shall be responsible for the safety and sufficiency of all items used in the transportation of the goods, including all vehicles and Transportation Equipment as defined in such regulations. Carrier is responsible for all sanitary conditions during transport. Carrier must confirm the vehicle and Transportation Equipment: (i) is in appropriate physical condition to transport the goods tendered; (ii) is dry, leak-proof, free of harmful or offensive odor, free from pest infestation and free from evidence of prior cargo that could render the shipment unsafe; and (iii) shall never have been used to transport any waste (whether hazardous or not), refuse, garbage, rodenticide, pesticide, or insecticide.

CARRIER INITIALS: _____

In the event Carrier is requested to transport waste or hazardous materials, Carrier represents and warrants that it has obtained all necessary federal, state, and provincial permits and registrations to transport hazardous materials or waste in inter-provincial, interstate, and/or intrastate commerce. Upon request, Carrier shall provide Broker with a copy of all such federal and state permits and registrations. Carrier further represents and warrants that: (i) it is in compliance with any and all applicable laws, rules and regulations applicable to such transportation, including, but not limited to 49 C.F.R. Parts 171-178; (ii) all drivers used to transport such shipments have undergone the necessary training requirements of all applicable state, provincial and federal laws; and (iii) all drivers used to transport hazardous material have the proper endorsements on their Commercial Driver's License (or such analogous operator permit as is applicable to such driver) to legally transport such shipments. Carrier acknowledges and agrees that Broker's sole obligation with respect to requesting services with respect to such shipments is to pass through information (including commodity descriptions and classifications) and documentation (including shipping papers) provided to Broker by the Customer. Broker shall have no obligation to independently verify the accuracy of such information or documentation.

Carrier shall maintain appropriate security infrastructure to ensure the physical security of shipments and equipment handled under the terms of this Agreement.

Rates and Payments.

For transportation services performed under this Agreement, Carrier will invoice and Broker will pay the rates and charges agreed upon by the parties and as set forth in the Load Confirmation for the applicable shipment. The Load Confirmation shall be signed and agreed to by Carrier and Broker before each shipment to which such Load Confirmation applies. Carrier will send invoices to Broker, which invoices shall include signed copies of the applicable Load Confirmations. Carrier represents and warrants that there are no other applicable rates or charges except those established in any Load Confirmation signed by Broker. Rates for any and all accessorial services that might be provided by Carrier must be set forth in the Load Confirmation to be valid. In no event will Broker be responsible for payment of such rates unless paid by the Customer. Without limiting the foregoing, Broker must receive notice from Carrier at least sixty (60) minutes prior to the time when detention would start to accrue. In the event, that service is provided and it is subsequently discovered that there was no applicable or understood rate in a Load Confirmation, the Parties agree that the rate paid by Broker and collected by Carrier shall be the agreed upon contract rate of the Parties for the services provided unless such rate is objected to by Carrier in writing within 10 days of payment by Broker.

Payment by Broker will be made within thirty (30) days of receipt by Broker 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 of payment, Carrier shall provide Broker with a legible copy or photocopy of the bill of lading or other proof of delivery, as well as any and all applicable receipts (including but not limited to receipts for lumber fees, late fees, and pallets). Such documentation must be in portable document format (i.e. PDF; no other format, including pictures or images, will be accepted) and submitted to Broker via fax at 678-792-5073 or email at ktlap@ktilog.com. Failure to provide such documentation within forty-eight (48) hours of delivery may result in a reduction in rate. 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. Carrier agrees that Broker has the exclusive right to handle all billing of freight charges to the Customer for the transportation services provided herein, and, as such, Carrier agrees to refrain from all collection efforts against the shipper, receiver, or the 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. 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.

Carrier further agrees that Broker has the discretionary right to offset any payments owed to Carrier hereunder for liability incurred by Carrier, including, but not limited to, claims for freight, loss, damage, or delay.

CARRIER INITIALS: _____

Carrier shall submit all freight bills within 180 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 180 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.

Carrier shall provide Broker with written notice providing Broker with remittance instructions (a "Notice of Release") in the event Carrier enters into from any factoring, assignment, pledge, hypothecation, or granting of a security interest in Carrier's right to payment under this Agreement. Any factoring, assignment, pledge, hypothecation, or granting of a security interest in Carrier's right to payment under this Agreement shall in no event modify, limit, or terminate Broker's or its Customer's right to offset or recoup or claims of Broker or its Customer for offset, recoupment, loss, or damage to any cargo or other property, including personal injury, or any other claim which Broker or its Customer may have against Carrier for any reason. All of Broker's and its Customer's claims and rights are specifically preserved and shall be superior to any such assignee's, factor's, or creditor's rights or claims to payment, regardless of any notice to Broker or its Customer to the contrary. Carrier shall notify any such factor, secured creditor, or assignee of Broker's and its Customer's rights in this regard. Further, if Broker discovers that Carrier has not provided a valid Notice of Release, Carrier shall be deemed in breach of this Agreement and Broker may at its sole discretion terminate this Agreement. Broker's remittance of payment in accordance with any Notice of Release shall be deemed payment to Carrier in all regards and shall absolve Broker of any liability with respect to payment to Carrier for the services underlying such invoice. Should Carrier provide multiple or conflicting Notices of Release, Broker's compliance with instructions in any Notice of Release shall absolve Broker of any liability with respect to amounts owed to Carrier for the services in question.

Waiver of Carrier's Lien. Carrier shall not withhold any goods transported under this Agreement on account of any dispute as to rates or any alleged failure of Broker to pay charges incurred under this Agreement. Carrier is relying upon the general credit of Broker and hereby waives and releases all liens which Carrier might otherwise have to any goods of Broker or its Customer in the possession or control of Carrier. Carrier is liable for any amounts incurred by Broker to secure the release or delivery of cargo, including, but not limited to, any amounts paid to warehouses or towing companies.

Freight Loss, Damage, or Delay.

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.

Carrier assumes the liability of a motor carrier under the Carmack Amendment as currently codified at 49 U.S.C. § 14706 for loss, delay, damage to, or destruction of any and all goods or property tendered for transportation pursuant to this Agreement.

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, except that Carrier's full value liability shall not exceed \$100,000 (U.S. Dollars) per shipment unless agreed upon in writing by the Parties (such agreement may, but need not necessarily, take the form of a declared value declaration). 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.

Broker or its Customer may request that Carrier accept a higher maximum liability. In such an event, the increased valuation will be stated in a separate Load Confirmation or on the bill of lading. Carrier's acceptance of the load shall evidence Carrier's acknowledgment that Carrier agrees that it will be liable for the increased valuation (of the full value of the goods, whichever is less) and that Carrier agrees to maintain cargo insurance up to the full amount of such valuation. Upon request, Carrier will provide Broker or Customer evidence of such increased cargo insurance limits, which insurance will comply with the provisions of this Agreement governing cargo insurance.

CARRIER INITIALS: _____

Carrier waives any Applicable Law regarding processing of claims and handling of salvage, including, but not limited to, the provisions of 49 C.F.R. Part 370. Carrier shall pay to Broker or its Customer, 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. Payments by Carrier to Broker or its Customer, pursuant to the provisions of this paragraph, shall be made within one hundred and twenty days (120) days following receipt by Carrier of Broker's or Customer's undisputed claim and supporting documentation. Carrier shall fully assist Broker in investigating any claim for cargo loss, damage, delay, or destruction.

Carrier waives any right to salvage goods subject to this provision, 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. Without limiting Carrier's contractual liability to Broker hereunder, Carrier acknowledges and agrees that Broker may, in its sole discretion, but is not required, to pursue claims for cargo loss and damage on behalf of its Customer, and in such instances is not required to obtain an assignment of claim from its Customer in order to pursue such a claim.

Insurance. Carrier shall procure and maintain, at its sole cost and expense, the following insurance coverages:

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 (U.S. Dollars) per occurrence, or such larger amount as required by applicable law.

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 (U.S. Dollars) per occurrence. Such insurance shall also cover Carrier's contractual liability under this Agreement.

All Risk Broad Form Motor Truck Cargo Legal Liability ("Cargo") insurance in an amount not less than \$100,000 (U.S. Dollars) per occurrence. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims including, but not limited to, exclusions for unattended or unattached trailers, theft, commodities transported under this Agreement, refrigerator breakdown or lack of refrigerator fuel.

Statutory Workers' Compensation Insurance coverage in such amounts and in such form as required by applicable state law.

All insurance policies required by this Agreement shall, as applicable, 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. Upon request of Broker or its designated insurance consultant, Carrier shall provide Broker, Broker's consultant, or Customer with copies of the applicable insurance policies.

Carrier shall defend, indemnify, and hold Broker harmless from any and all Claims (as defined in Paragraph 11 of this Agreement) arising out of or in any way related to Carrier's failure to procure or maintain any insurance coverage Carrier is required to procure or maintain under this Agreement, including but not limited to any Claims brought by any of Carrier's workers alleging that any of Contractor's workers is an employee of Broker.

INDEMNIFICATION. CARRIER SHALL DEFEND, INDEMNIFY, AND HOLD BROKER, ITS CUSTOMER, THE SIGNOR AND CONSIGNEE, AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND EACH OF THEIR AFFILIATED ENTITIES UNDER COMMON CONTROLLING OWNERSHIP, HARMLESS FROM AND AGAINST, AND SHALL PAY AND REIMBURSE, ANY AND ALL DIRECT OR INDIRECT LIABILITIES, CLAIMS, LOSSES, DAMAGES, COSTS, FINES, PENALTIES, INJURIES, DEMANDS, JUDGMENTS, EXPENSES (INCLUDING COST OF DEFENSE, SETTLEMENT, AND REASONABLE ATTORNEY'S FEES AND EXPENSES AND EXPERT WITNESS FEES AND EXPENSES), AND OTHER OBLIGATIONS (COLLECTIVELY, THE "CLAIMS") ARISING OUT OF OR IN ANY WAY RELATED TO THE PERFORMANCE OR BREACH OF THIS AGREEMENT BY CARRIER, ITS

CARRIER INITIALS: _____

EMPLOYEES OR INDEPENDENT CONTRACTORS WORKING FOR CARRIER, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR OR RELATED TO PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, AND CARRIER'S POSSESSION, USE, MAINTENANCE, CUSTODY, OR OPERATION OF THE EQUIPMENT; PROVIDED, HOWEVER, THAT CARRIER'S INDEMNIFICATION AND HOLD HARMLESS OBLIGATIONS UNDER THIS PARAGRAPH WILL NOT APPLY TO THE PRORATED EXTENT THAT ANY CLAIM IS DIRECTLY AND PROXIMATELY CAUSED BY THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE PARTY TO BE DEFENDED, INDEMNIFIED OR HELD HARMLESS. 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.

Handling, Loading, and Sealing.

Carrier will comply with handling instructions provided by the shipper, consignor, or consignee (including such instructions that may be passed through to Carrier by Broker) including, but not limited to, compliance with requirements related to transportation of temperature-controlled shipments. Without in any way limiting the generality of the foregoing, Carrier shall ensure that any shipments requiring controlled temperature transit are maintained at all times within required temperature ranges.

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.

With respect to cargo requiring controlled temperature transportation, Carrier shall abide by the following: (i) Carrier shall perform regularly scheduled maintenance on any refrigeration unit used to transport cargo pursuant to this Agreement in accordance with manufacturer recommendations, and shall maintain records of such maintenance; (ii) Carrier shall ensure all refrigeration units are sufficiently fueled; (iii) Carrier is responsible to ensure pre-cooling of all transportation equipment prior to pick-up; (iv) Carrier shall ensure that all trailers are equipped with functioning temperature monitoring devices capable of demonstrating that required temperatures were maintained during the entire period of transit; and (v) Carrier will only use refrigeration equipment capable of producing a downloadable report demonstrating that required temperatures were maintained throughout the entire period of transit, which reports will be maintained for at least three (3) years after delivery and provided to Broker or its Customer upon request.

Unless a shipment is loaded and sealed prior to the arrival of Carrier personnel, the manner of loading and securing freight upon Equipment shall be the sole responsibility of Carrier. With respect to unsealed loads loaded prior to Carrier's arrival, Carrier shall be obligated to inspect such loading prior to departing. Carrier represents that each driver utilized by it shall be competent to manage the loading and transportation of the goods subject to this Agreement.

When required by Broker, the shipper or the consignor, Carrier shall secure shipments with a serialized seal. Carrier shall ensure that the serialized seal number appears on the bill of lading or other form of manifest or receipt. Carrier shall be solely responsible for maintaining seal integrity during the transportation of the shipment. Except as is required by law enforcement personnel, under no circumstances shall Carrier or any of its personnel break any seal without the express consent of Broker. Carrier shall immediately notify Broker to report a missing or broken seal. In the event that law enforcement personnel require that Carrier break any seal on any shipment, Carrier shall document such fact on the bill of lading or other form of manifest or receipt by noting the law enforcement agency, time, location, and officer name and badge number. Upon completion of inspection by law enforcement personnel, Carrier personnel shall immediately re-seal the shipment with a serialized seal and shall indicate the second seal number on the bill of lading or other form of manifest or receipt. Furthermore, Carrier shall, as soon as reasonably possible after being required to break a seal by law enforcement personnel, communicate such fact to Broker and, if not Broker, the consignee of the shipment.

CARRIER INITIALS: _____

Carrier agrees that food that has been transported or offered for transport under conditions that are not in compliance with the load handling instructions, as provided to Carrier, may be considered “adulterated” within the meaning of the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 342(i), and its implementing regulations. Carrier understands and agrees that adulterated shipments may be refused by the consignee or receiver, upon their delivery, at destination and Carrier shall bear sole risk of rejection of cargo arising from or related to broken seals or failure to comply with load handling instructions.

Termination.

Either Party may terminate this Agreement with or without cause at any time by giving the other Party thirty (30) days prior written notice.

Either Party may additionally terminate this Agreement immediately upon written notice to the other of any of the following events:

The other Party materially breaches any covenant, obligation, condition, or requirement imposed upon it by this Agreement, the terminating Party notifies such other Party in writing of the material breach, and such other Party fails to cure the material breach to the reasonable satisfaction of the other Party within ten (10) calendar days after receipt of such notice.

The other Party becomes insolvent or makes a general assignment for the benefit of creditors; files or has filed against it any petition under applicable bankruptcy, insolvency, reorganization or similar debtor relief law which is not dismissed or discharged within thirty (30) calendar days of such filing; requests or suffers the appointment of a trustee or receiver, or the entry of an attachment or execution as to a substantial part of its business or assets; or becomes unable to pay its debts in a timely manner.

Broker may additionally terminate this Agreement immediately upon written notice if:

Carrier loses its operating authority or otherwise becomes disqualified to perform its obligations under this Agreement;

Carrier fails to comply with the performance metrics or selection criteria, if any, imposed upon it at any time by Broker;

Carrier fails to procure and maintain any of the insurance coverages required by this Agreement; or

Carrier utilizes the services of any brokers or subcontracts transportation of freight tendered by Broker hereunder to any third party motor carrier or other transportation provider or utilizes a third party logistics provider to perform its obligations under this Agreement without prior written consent of Broker.

Upon any expiration or termination of this Agreement, all rights and obligations of the Parties shall cease, except that: All obligations that accrued prior to the effective date of termination shall survive expiration or termination; and the indemnification rights and obligations set forth in this Agreement shall continue indefinitely.

Sub-Contract Prohibition. Carrier specifically agrees that all freight tendered to it by Broker shall be transported on equipment operated only under the for-hire motor carrier authority of Carrier, and that Carrier shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of Broker. In the event that Carrier breaches this provision, Carrier shall remain directly liable to Broker as if Carrier transported such freight under its own authority in accordance with this provision, and shall further hold harmless and indemnify Broker from any and all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney’s fees, arising out of or in any way related to the use of any subcontractor in violation of this provision regardless of whether arising from the conduct or omissions of Carrier, the subcontractor, or any other third party. If Carrier in any manner sub-contracts, brokers, or otherwise arranges for freight to be transported by a third party, in addition to any other rights and remedies available to Broker, Broker may, in its sole discretion, pay the underlying carrier directly, which payment will relieve Broker of any and all payment obligations to Carrier with respect to such load.

CARRIER INITIALS: _____

Broker's Records. Carrier hereby waives its right to obtain copies of Broker's records as provided for under 49 C.F.R. Part 371. Notwithstanding the foregoing, to the extent that Carrier obtains records set forth in 49 C.F.R. § 371.3 by any means whatsoever, Carrier agrees to refrain from utilizing such records in negotiating for the provision of services with any third party, including existing customers of Broker. Carrier further agrees and understands that all such records comprise Broker's confidential information and trade-secrets. Nothing in this section is intended to relieve Carrier of any other obligations imposed upon it by this Agreement, or to limit any rights of Broker to enforce such obligations.

Carrier's Records. Carrier shall maintain records related to shipments transported under this Agreement, and with respect to shipments consisting of food, shall also obtain records related to prior shipments transported in the same equipment, for a period of not less than three (3) years from the date of delivery. Carrier shall provide such records to Broker upon request, and regardless of whether this Agreement remains in effect at the time of such request.

Confidentiality. Carrier shall not disclose the terms of this Agreement to a third party without the written consent of Broker except as required by law or regulation. In addition, in no event will Carrier disclose any information regarding Broker's customers (including identities, locations, volumes, etc.), the rates for services agreed between Broker and Carrier, or the rates paid by Broker to Carrier with respect to services hereunder.

Non-Solicitation. Carrier will not accept traffic, either directly or indirectly, from any shipper, consignor, consignee or customer of Broker where: (1) the availability of such traffic first became known to Carrier as a result of Broker's efforts; or (2) the traffic of the shipper, consignor, consignee or customer of Broker was first tendered to Carrier by Broker. If Carrier breaches this paragraph during the term of this Agreement or for twelve (12) months thereafter, Carrier shall be obligated to pay Broker, for a period of fifteen (15) months thereafter, commissions in the amount of fifteen (15%) of the transportation revenue resulting from traffic transported in violation of this provision, and Carrier shall provide Broker with all documentation requested by Broker to verify such transportation revenue. Carrier shall not utilize Broker's or the Customer's name or identity in any advertising or promotional communications without written confirmation of Broker consent.

Assignment. This Agreement may not be assigned or transferred in whole or in part by Carrier absent the prior written consent of Broker, and supersedes all other agreements and all tariffs, rates, classifications and schedules published, filed, or otherwise maintained by Carrier.

Benefit of Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto. In addition, Customers are expressly intended third-party beneficiaries of this Agreement.

Severability. In the event any portion of this Agreement is deemed unenforceable for any reason, such portion shall be severable, and the remaining provisions of this Agreement shall continue in full force and effect.

Waiver. As allowed by 49 U.S.C. § 14101, the Parties expressly waive any and all rights and remedies under Part B of Subtitle IV to Title 49 of the U.S. Code to the extent that such rights and remedies conflict with this Agreement. Failure by either Party to insist upon the other Party's performance under this Agreement or to exercise any right or privilege herein shall not be a waiver of any of the rights or privileges provided for in this Agreement. WITH RESPECT TO ANY CLAIM ARISING FROM OR RELATED TO THIS AGREEMENT, OR OTHERWISE ARISING FROM THE RELATIONSHIP OF THE PARTIES, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, OR DAMAGES DUE TO BUSINESS INTERRUPTION, REGARDLESS OF WHETHER THE PARTY TO BE CHARGED HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

Notice. With the exception of shipment-specific communications (including, but not limited to, rate confirmation forms, shipment-specific instructions, status updates, and proofs of delivery), all of which may be exchanged via email, fax, or other electronic means, all notices or other communications required or permitted by this Agreement shall be effective upon receipt; shall be in writing; and shall be (1) personally delivered, (2) mailed by registered or certified mail, return receipt requested, (3) sent by an overnight delivery service which provides proof of delivery, or (4) sent via electronic mail promptly followed by facsimile confirmation, as follows:

CARRIER INITIALS: _____

If to Carrier:

Attn: _____

Facsimile: _____ - _____ - _____

Telephone: _____ - _____ - _____

Email _____

If to Broker:

Swiftwind Logistics, LLC

P.O. BOX 455, Wallburg, NC 27373 Attn:

Sandra Faizurrehman

Telephone: 732-860-8261

E-mail: support@swiftwindlogistics.com