



INTERLINER FILE CHECKLIST

Interliner Package returned with:

- COMPANY INFORMATION**
 - Full Legal name, Physical & Mailing Address
 - All contact Numbers (Regular hours, After hours, Dispatch, Operation & Safety)
 - Email Address (s) (Dispatch, Accounting, Safety)
- Broker - Carrier Agreement (Fully Executed)**
- Reference Check (Customers or Brokers only)**
- C-TPAT Questionnaire (Completed annually if not C-TPAT Certified)**
 - C-TPAT Certified
 - SVI TOKEN _____
- Certificate of Insurance (Bulk's Legal Name Address) (Ensure proper coverage limits)**
- WSIB/WCB/CSST Clearance Letter (Must state company is in good standing with an effective and expiry date)**
- MC# Certificate**
 - Registered
 - NOT Registered
- Direct Deposit Information**
- Void Cheque**



TRANSPORTATION BROKERAGE CONTRACT

THIS AGREEMENT is made and entered into on _____, 20

between: Bulk Carriers (P.E.I.) limited ("BROKER") and

_____ ("CARRIER").

I. Recitals

- A) BROKER is a transportation company that controls the transportation of freight under its contractual arrangements with various consignors and consignees (the "Customer").
- 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. Recitals

1. **TERM.** The Term of this Agreement shall be for one (1) year and shall automatically be renewed for successive one (1) year periods; provided, however, that this Agreement may be terminated at any time by giving thirty (30) days prior written notice.
2. **CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH LAW.** CARRIER represents and warrants that it is duly and legally qualified to provide, as a common carrier, the transportation services contemplated herein. CARRIER further represents and warrants that it does not have a conditional or unsatisfactory safety rating issued from the Canadian or US Department of Transportation, and further agrees to comply with all federal, state, provincial and local laws regarding the provision of the transportation services contemplated under this Agreement. In the event that CARRIER is requested by BROKER to transport any shipment required by the Canadian or US Department of Transportation to be placarded as a hazardous material, the parties agree that the additional provisions shall apply for each such shipment.
3. **PERFORMANCE OF SERVICES.** CARRIER's services under this Agreement are specifically designed to meet the distinct needs of BROKER under the specified rates and conditions determined by the BROKER. 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 the transportation related services for BROKER or its Customer.
4. **RECEIPTS AND BILLS OF LADING.**

- a. Each shipment here shall be evidenced by a Uniform (Standard) Bill of Lading naming CARRIER as the transport carrier. 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. Any terms, conditions and provisions of the bill of lading, manifest or other form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of this Agreement. CARRIER shall notify BROKER immediately of any exception made to the bill of lading or delivery receipt. Carrier shall not insert Broker's name as the "carrier" on any bill of lading or other shipping document; any such insertion shall be for convenience only and shall not change Broker's status as a property broker or Carrier's status as a motor carrier.

- b. Special Requirements and Protocols - Each shipment must be secured by load bars. All loads must be sealed at shippers' location and seal number recorded on BOL. Failure to do may result in fines or deductions, Reefer Is to be run on continuous cycle only at the temperature agreed to at time of order placement. The rate quoted is all inclusive and includes all fuel surcharges as negotiated with your firm at the time of order placement. Any additional billing must be authorized by dispatch. BROKER Is not responsible for unloading fees. When loading or unloading, any claims for shortages or damaged product must be reported to BROKER immediately. Costs may be charged back to the carrier. BROKER will advise on how to proceed at the time of reporting.

In addition, Carrier shall, and shall cause its drivers to, comply with facility rules in effect at any locations where Carrier is performing pick-up and/or delivery services.

- c. Communication is Essential! - Driver must call BROKER dispatch with the load number provided at the time of order placement. BROKER may incur an administration fee of \$50.00 if the driver fails to call dispatch with the arrival and departure dates and times of each pick-up and delivery location. BROKER may also charge \$50 per hour for any unexcused missed appointments and the failure to proactively communicate such dispatch immediately upon occurrence. All loads are driver count unless otherwise printed upon the BOL, if any, issued in connection with any shipment.

- d. Cleanliness is crucial! - No equipment has previously been used to transport hazardous wastes, garbage, refuse, rodenticide or pesticide of any kind; and all equipment is clean, dry, leak proof, free from harmful or offensive odor, sanitary and free of any contamination, suitable for the particular commodity being transported and will not cause in whole or in part adulteration of the commodity. Unless a trailer is pre-loaded and sealed by the shipper, and the applicable bill of lading bears a "shipper load and count", "SLC" or similar designation, Carrier shall be solely responsible for ensuring that all goods and equipment have been properly loaded, secured, blocked and braced. Unless otherwise agreed in writing, Broker and its customers shall have exclusive use of equipment provided by Carrier for a shipment covered by this Agreement.

5. **CARRIER'S OPERATIONS.** CARRIER shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment"); (b) pay all expenses related, in any way, with the use and operation of the

Equipment: (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel. CARRIER shall have full control of such personnel; shall perform the services hereunder as an independent contractor; and shall assume 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.

6. **FREIGHT LOSS, DAMAGE OR DELAY.** CARRIER shall have the sole and exclusive Care, custody and control of the Customer's property from the time it is delivered to CARRIER for transportation until delivery to the consignee accompanied by the appropriate receipts as specified in Paragraph 4. CARRIER assumes the liability of a common carrier for loss, delay, damage to or destruction of all of the Customer's goods or property while under CARRIER's care, custody or control. CARRIER shall pay the 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 as quantified by the Customer. CARRIER shall be liable to BROKER for all losses that are incurred by BROKER or the Customer for any freight loss, damage or delay claim. Payments by CARRIER to BROKER or its customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of BROKER's or Customer's invoice and supporting documentation for the claim.
7. **INDEMNITY.** CARRIER shall defend, indemnify, and hold BROKER harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the performance or breach of this Agreement by CARRIER, its employees or independent contractors working for CARRIER (collectively, the "Claims"), 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 any portion of such claim attributable to the tortious conduct of BROKER.
8. **INSURANCE CARRIER** shall procure and maintain, at its sole cost and expense, the following insurance coverage: (a) Public liability and property damage insurance with a reputable and financially responsible insurance company insuring CARRIER in an amount not less than \$2,000,000.00 (CAD) per occurrence. (b) All Risk Broad Form Motor Truck Cargo Legal Liability insurance in an amount not less than \$200,000.00 (CAD) per occurrence. Such insurance policy shall name CARRIER and BROKER as insureds and provide coverage to BROKER, the Customer or the owner and/or consignee for any loss, damage or delay related to any property coming into the possession of CARRIER under this Agreement. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims. (c) 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, CARRIER shall provide BROKER with copies of the applicable insurance policies.

9. **WAIVER OF CARRIER'S LIEN.** CARRIER shall not withhold any goods of the Customer 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.
10. **BILLING & PAYMENTS.** CARRIER will charge and BROKER will pay for transportation services performed under this Agreement for the rates and charges as agreed at the time or order placement. CARRIER represents and warrants that there are no other applicable rates or charges except those established at the time of order placement or in any Rate Confirmation Sheet signed by BROKER. Payment by BROKER will be made within forty-five (45) days of receipt by BROKER of CARRIER's legible 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. International Shipments, with no exception, must include, but are not limited to, a T&E bond, a copy of the PARS/PAPS, and a Canada Customs Stamp. CARRIER shall provide all paperwork; by either mail, fax (902-675-4982), or email (brokerage@bulkcarrierpei.com); within fifteen (15) days of delivery. In the event paperwork has not been received by BROKER within thirty (30) days CARRIER could be subject to nonpayment of freight charges. In the event service is provided and it is subsequently discovered that there was no applicable rate in the existing Schedule of Rates or supplements, the parties agree that the rate paid by BROKER and collected by CARRIER shall be the agreed upon contract rate. 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, consignor, consignee or the Customer. CARRIER further agrees that BROKER has the discretionary right to offset any payments owed to CARRIER hereunder for liability incurred by CARRIER pursuant to Section 8 of this Agreement.
11. **CONFIDENTIALITY AND NON-SOLICITATION.** Neither party may disclose the terms of this Agreement to a third party without the written consent of the other party except (1) as required by law or regulation; (2) disclosure is made to its parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Agreement confidential. CARRIER will not solicit traffic 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 Agreement and directly or indirectly solicits traffic from customers of BROKER and obtains traffic from such customer 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, commission in the amount of thirty-five percent (35%) of the transportation revenue resulting from traffic transported for the Customer, and CARRIER shall provide BROKER with all documentation reasonably requested by BROKER to verify such transportation revenue.

12. **SUB-CONTRACT PROHIBITION.** CARRIER specifically agrees that all freight tendered to it by BROKER shall be transported on equipment operated only under the authority of CARRIER, and that CARRIER shall not in any manner sub-contract, broker, or in any other forms arrange for the freight to be transported by a third party without the prior written consent of the BROKER.
13. **ASSIGNMENT / MODIFICATION/BENEFIT OF AGREEMENT.** This Agreement may not be assigned or transferred in whole or in part, and supersedes all other agreements and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by CARRIER. This Agreement shall be binding upon and enure to the benefit of the parties hereto.
14. **SEVERABILITY.** If the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provisions of this Agreement shall continue in full force and effect.
15. **WAIVER.** CARRIER and Shipper expressly waive all rights and remedies to the extent that such rights and remedies conflict with this Agreement. Failure of BROKER to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege, shall not be a waiver of any BROKER 's rights or privileges herein.
16. **PUBLICITY.** Carrier shall not issue any press release or public announcement or make any public disclosure (including promotional materials, marketing materials or otherwise) regarding the relationship between the Parties or the existence or the terms and conditions of this Agreement without the prior written consent of Broker; provided, however, that the foregoing shall not prohibit any disclosure to the extent required by applicable law. Carrier shall not, directly or indirectly, act in any way likely to damage or disparage the goodwill or reputation of Broker, its affiliates or their customers and/or any of their products or services. The provisions of this section shall survive the expiration or termination of this Agreement.
17. **C~TPAT CERTIFICATION/ SECURITY REQUIREMENTS.** Carrier shall confirm whether it is Custom-Trade Partnership Against Terrorism (C~TPAT) and/or Partners in Protection (PIP) certified (or any successor program). If CARRIER Is C~TPAT or PIP certified, CARRIER shall provide a copy of all documentation verifying the valid certification to BROKER, if CARRIER transports goods Into the United States of America or Canada or on behalf of BROKER, the following provisions are also applicable:
- a. CARRIER shall be C-TPAT certified for shipment going into the United States of America and PIP certified for shipment going into Canada, or, if not certified, CARRIER shall:
 - I. Comply with the security criteria established by the Customs and Border Protection Agency (CBP) and Canada Border Services Agency (CBSA).
 - II. Complete the BROKER security questionnaire.
 - b. CARRIER shall not assign or subcontract Its performance under this Agreement to any party that does not comply with CBP and CBSA security criteria. CARRIER accepts full responsibility for the security of the shipment under CBP and CBSA guidelines from the point of shipping until the goods are delivered to its agreed destination and shall have effective controls and processes in place which are consistent with CBP and CBSA security criteria to ensure the Integrity of the shipment.

- c. CARRIER must have an employee Identification system in place for positive "Identification and access control" purposes. Consistent with Provincial, Federal, State
- d. CARRIER shall ensure that a high security seal be affixed to all loaded trailers bound for the United States of America or Canada. All seals must meet or exceed the current PAS ISO 17712 standards for high security seals. CARRIER will immediately report any seal changes and reason for such changes, or the discovery of a broken/ tampered seal1 to BROKER and to the Customs representative at the point of entry.
- e. CARRIER shall permit BROKER'S representative to review and audit Carrier's compliance with the above requirements upon reasonable notice.
- f. The above Is not all inclusive as to the requirements set out by G~TPAT or PIP and only outlines some of the security criteria/requirements a highway CARRIER must comply with. CARRIER agrees to review the security criteria set out by both CBP and CBSA and agrees to monitor ongoing changes to the program and changes that may affect security criteria and ensure that they have the proper security measures in place to meet full compliance with the programs.

18. **DISPUTE RESOLUTION.** This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of Canada and Prince Edward Island and in the event of any disagreement or dispute, the laws of Canada and Prince Edward Island shall apply, and suit must be brought in this jurisdiction.

This Agreement may be executed electronically or by facsimile and in one or more counterparts. This Agreement may not be amended, except by mutual written agreement of the Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first written above.

We require that this information be submitted prior to the scheduled load being released to your company.

We will use this information only for the purposes intended and will keep all information received confidential.

- I understand that this information will be reviewed by our Carrier Compliance Personnel, and that I consent to having someone from Bulk Carriers. Contact me.

Signature:

Position:

Date:

Sincerely,



Dorman Leggo
 Vice President – Logistics
 Bulk Carriers (P.E.I) Limited