

# TRITECH

## LOGISTICS

TRI TECH CARRIER SET UP PACKAGE  
&  
BROKER-CARRIER AGREEMENT

Toll Free: 866-415-9898  
Phone: 604-415-9898  
Fax: 604-415-9899

# Optimum Carrier Group

To be a preferred Tri Tech carrier you must complete the following:

Done

1) Print and read this document	
2) Complete the Carrier Insurance portion	
3) Contact your insurance provider to add Tri-Tech as a Certificate holder	
4) Complete the remittance information form for quick and easy payment	
5) Print and sign the Carrier Transportation agreement	
6) Fax back to Tri-Tech Logistics	

Please fax back to ALL pages to Tri-Tech Logistics @ 604-415-9899

## Insurance Coverage

### Coverage

### Requirements

Commercial General Liability	1,000,000 US
Automobile Liability	1,000,000 US
Employee Liability	500,000 US
Cargo Liability	100,000 US
Worker's Compensation	Proof of coverage, State or Provincial

Are you able to Transport Hazardous Material?    Yes \_\_\_\_\_    No \_\_\_\_\_

Please contact insurance provider to add Tri-Tech Logistics as a Certificate holder

Company information

Tri-Tech Logistics Ltd  
Unit 208 – 17660 65A Ave  
Surrey, BC      V3S 5N4

## Remittance Information

In order to ensure quick and accurate payment in an effective manner, we request that you fill out the following information to be stored for our records.

**Office Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Afterhours Phone:** \_\_\_\_\_

### Legal Company Name

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### Mailing Address

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### Accounts Receivable Address (or same as above)

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If you use a factoring company please indicate the proper address below along with a letter of authorization.

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We require a clear delivery receipt in order process any and all payments. Please have driver fax ASAP to 604-415-9899 for payment. \*\*Remember, the quicker we get the POD the quicker YOU GET PAID.



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

400 7th Street SW  
Washington, DC 20590

**SERVICE DATE**  
May 08, 2006

**LICENSE**

**MC-558944-B**  
**TRI - TECH LOGISTICS LTD**  
**BURNABY, BC, CD**

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.

A handwritten signature in black ink, appearing to read "Angeli Sebastian".

Angeli Sebastian, Chief  
Information Systems Division

BPO

## Credit Information

Business ID #	80347 9278 RT
ICC MC#	558944
NMFTA SCAC	TCOO

### Credit References

Trans-Pro Inc  
PO Box 9066  
Brooks, OR 97305  
Phone 503-463-1422 Contact Jeremy Shrock

SpeedX Transport  
62 Selby Road  
Brampton, ON L6W 3L4  
Phone 905-814-4544 Contact Jeff Kamboj

Accord Transportation Ltd.  
801-17665 66A Ave  
Surrey, BC V3S-2A7  
Phone 604-575-7500 Contact Sharon Eurich

Monarch Transport  
3464 78 Avenue  
Edmonton, AB, T6B-2X9  
Phone 800-661-9937 Contact Carol Key

### Bank Reference

**Royal Bank of Canada**  
2885 Barnet Hwy  
Coquitlam BC V3B 1C1

Contact: Luba  
Phone: 604-927-5698

**TRI-TECH LOGISTICS  
CARRIER TRANSPORTATION AGREEMENT**

This Carrier Transportation Agreement (the "Agreement") is effective as of \_\_\_\_/\_\_\_\_/\_\_\_\_  
(the "Effective Date"), and is entered into by: dd/mm/yy

<b>Broker</b>	<b>AND CARRIER (Legal name and MC#)</b>
Tri-Tech Logistics Ltd Unit 208 – 17660 65A Ave Surrey, British Columbia Canada V3S 5N4  U.S FMCSA Docket # 558944	_____  U.S FMCSA Docket # (s) : _____ (registration attached as Appendix A)

**WHEREAS:**

- BROKER (which hereinafter shall mean Tri-Tech Logistics Ltd is a property broker registered with the United States Federal Motor Carrier Safety Administration ("FMCSA") under the docket number listed above, and CARRIER is a motor carrier registered with the FMCSA under the docket number (s) listed above and/or under applicable Canadian provincial and/or federal legislation for the for hire carriage of goods of general freight between all points and corridors as necessary, and controls the transportation of the commodities to be tendered to CARRIER (within the United States in accordance with the criteria established in Dixie Midwest Express, 132 M.C.C. 794 (1982)
- BROKER wishes to obtain certain contract carrier services form CARRIER, and CARRIER wishes to furnish such services to BROKER and/or its customers for the transportation of general commodities;
- BROKER and CARRIER wish to enter into a contract (as authorized within the United States under 49 U.S.C. § 14101 (b) to provide specific instances of such carrier services under specified rates and conditions, as set forth herein (including in appendices hereto);

NOW THEREFORE IN CONSIDERATION of the mutual promises and covenants herein contained, BROKER and CARRIER agree as follows:

**1. SCOPE**

- 1.1. BROKER agrees to tender to CARRIER and CARRIER agrees to accept from BROKER, a series of shipments during the term of this Agreement. CARRIER agrees that each shipment will be subject to the terms and conditions of a load tender sheet specific to the shipment or series of shipments and that such load tender sheet, together with the terms and conditions of this Agreement, will form a separate agreement between CARRIER and the BROKER named on such load tender sheet. CARRIER agrees that correspondence and agreement on such load tender sheets may be conducted by facsimile.
- 1.2. The terms and conditions of this Agreement shall apply to all transportation services rendered by CARRIER to BROKER, including for inter-provincial, intra-provincial, inter-state and inter-country transportation between all points within Canada and between points and places within the United States and Canada, in any quantities accepted for transportation by CARRIER, whether

transported wholly by CARRIER or in part by other carriers with whom CARRIER may contract or subcontract.

## **2. CARRIER OBLIGATIONS**

- 2.1. Subcontracting. CARRIER agrees not to interline or use any third party to transport freight under this Agreement, including by using other motor carriers, property brokers, or “substituted services” by rail, without prior written agreement of BROKER, other than independent owner operators operating under the license and insurance of CARRIER to transport shipments hereunder. In any event, CARRIER shall be vicariously liable for all acts and omissions of all third parties, employees and agents performing services directly or indirectly on CARRIER’s behalf under this agreement, in accordance with section 4 herein, and shall indemnify BROKER for any loss, damage, or delay occasional by such third parties, employees and agents.
- 2.2. Status Change. CARRIER shall promptly notify BROKER in writing of any change in CARRIER’s or its personnel’s status or other occurrence which might reasonably affect CARRIER’s ability to perform services under this Agreement, including any notice of any unsatisfactory safety rating from the Federal Highway Administration..

## **3. INVOICING AND PAYMENT**

- 3.1. All rates, charges, and rules, including accessorial services, shall be as set forth in appendix B, as indicated on load tender sheet, or as otherwise specifically agreed to in writing by the BROKER and CARRIER. If BROKER pays the freight invoice in a reduced amount, such amount shall constitute the agreed rate, unless CARRIER indicates the contrary to BROKER within 60 days of its receipt of payment.
- 3.2. CARRIER will invoice the specific BROKER company for all agreed to freight and accessorial charges, and BROKER will invoice the shipper or consignee. CARRIER must provide BROKER with copies of shipping documents, including original signed proof of delivery, including original signed deliver receipts, as a condition for payment invoices. CARRIER agrees not to contact or pursue the shipper or the consignee of cargo for payments of invoices owed to CARRIER by BROKER for freight or accessorial charges, and agrees that it is limited to collecting said charges only from the specific BROKER Company. BROKER agrees to pay CARRIER for the transportation of commodities moved under the agreement within 28 days of receipt by BROKER of CARRIER’s proper documentation covering such transportation. For greater certainty, BROKER will in no event be liable for any late payment penalties that CARRIER may impose except as specifically agreed to in writing by BROKER.
- 3.3. The time limit for filing overcharge and undercharge claims shall be 180 days, except that clerical errors, mathematical errors, extension errors and duplicate payments may be corrected any time. All overcharge claims and duplicate payments subject to United States Jurisdiction shall be handled and processed by CARRIER in accordance with 49 C.F.R. § 378. No Claim may be brought by CARRIER relating to a shipment or payment therefore unless within 18 months after the date of such payment.

## **4. LIABILITY AND INDEMNITY**

- 4.1. CARRIER agrees that, in the transportation of all goods hereunder, it assumes the liability of a common carrier for full actual loss or damage to such goods, such liability to exist from the time of the receipt of any of said goods by CARRIER until proper delivery has been made. Liability shall be for the full value of the lost or damaged goods, being greater of: (a) full replacement cost of the lost or damaged items(s) (including the manufactured cost of, and or reasonable profit on, such item, and all freight charges related thereto), (b) for goods sold to a customer, the invoice price to the customer, or (c) for goods not sold to a customer, the destination market value of the goods. For transportation within the United States, the parties agree that the provisions of 49 U.S.C § 14706 (“Carmack Amendment”) and 49 CFR Part 370 (claim regulations) shall be

applicable. For transportation within Canada, notwithstanding any law or regulations prescribing conditions of carriage for general freight carriers, or otherwise limiting CARRIER's liability, the parties hereby agree that CARRIER's Liability for loss, damage or delay shall be determined solely by the terms of this Agreement.

- 4.2. CARRIER acknowledges that all matters relating to loss, damage or delay to goods are to be disposed of by it directly with the shipper, consignee or owner of the goods, and that BROKER assumes no responsibility for the same other than to attempt to facilitate settlements. In order to facilitate settlements BROKER shall have the right to offset freight or other charges by CARRIER for such claims provided such claims are verified in due course.
- 4.3. For transportation provided within the United States, the parties hereto expressly any or all rights and remedies under the United States Interstate Commerce Act for the transportation provided hereunder.
- 4.4. CARRIER shall defend, indemnify and hold harmless, the BROKER, its shipper, consignee or owner of property, and all officers, members, directors, employees, stockholders, partners, affiliates and agents thereof (collectively the "indemnified parties"), from and against all claims, demands, costs, damages, losses, liabilities, (including reasonable attorneys', accountants', and experts' fees and disbursements), judgments, fines and other amounts (collectively, "Claim or Claims") relating to or arising out of: (a) injury to persons (including injury resulting in death) and damage to property arising out of or in connection with the transportation of the property of the BROKER's shipper, consignee or owner of property hereunder, (b) CARRIER's performance or non-performance of any of its obligations under this Agreement, including without limitation any acts or omissions related to the handling of cargo shipped hereunder, (c) CARRIER's breach of any warranty or representation herein, or (d) CARRIER's negligence or misconduct. CARRIER shall not be obligated to indemnify the indemnified parties to the limited extent of a Claim directly results from the negligence or act or omission of such indemnified parties.

## **5. NON SOLICITATION AND NON-COMPETITION**

- 5.1. CARRIER shall not solicit traffic from any shipper, consignee, owner of property or customer BROKER (1) where the availability of such traffic first became known to CARRIER as a result of BROKER's, or (2) where the traffic of the shipper, consignee, or owner of property or customer of BROKER was first tendered to the CARRIER by the BROKER. If CARRIER breaches this Agreement and "back-solicits" the BROKER's shipper, consignee, owner of property or customers, prior to 1 year after the termination of this Agreement, and obtains traffic from such parties, the BROKER shall be entitled, for a period of 24 months after the involved traffic first begins to move, to a commission from CARRIER in the amount of 15% of the transportation revenue received from such traffic, plus the reimbursement of any cost expended to enforce payment of such commission.

## **6. GENERAL**

- 6.1. This Agreement and the attached Appendices constitute the entire agreement between the parties supersedes all previous agreements and understanding relating to the subject matter hereof. Except as expressly provided herein, this Agreement may not be altered, amended, or modified except by a written instrument signed by the duly authorized representatives of both parties. Additional or conflicting terms and conditions of either party in any form (including bills of lading, CARRIER's tariffs, service guides, or printed forms) shall be of no force or effect.
- 6.2. Carrier shall not assign or transfer this Agreement without the prior written consent of BROKER, which consent will not be unreasonably withheld, conditioned or delayed. This Agreement shall be binding upon the parties hereto and their respective lawful successors and permitted assigns.
- 6.3. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, any such provisions of this Agreement, in which event this Agreement which expressly construed as if such provision shall be construed, to the extent possible, to be valid, legal and enforceable, and where not possible, shall be severable from this Agreement, in which event this Agreement shall be construed as if such provision has never been contained herein. Any provision of this Agreement which expressly states that it is to continue in



effect after termination or expiration of this Agreement, or which by its nature would survive the termination or expiration of this Agreement, shall do so.

- 6.4. To the extent not governed by the Interstate Commerce Act or other applicable United States or Canadian federal statutes: (a) where CARRIER is a Canadian legal entity, the laws in effect in the Province of British Columbia and (b) where CARRIER is a U.S. legal entity, the laws of the State of California shall govern the Validity, construction and performance of this Agreement and all actions or proceedings shall be brought exclusively in the State of California.
- 6.5. The parties hereto confirm that it is their express wish that this Agreement and all documents hereto to be drafted in English only. Les parties aux présentes confirment qu'ils ont exigés que la présente convention de même que tous les documents s'y rattachant soient rédigées en anglais seulement.
- 6.6. This Agreement may be executed in counter parts, or facsimile counterparts, each of which when executed by either of the parties shall be deemed to be an original and such counterparts shall together constitute one and the same Agreement.

### 7. TERM AND TERMINATION

- 7.1 This Agreement shall be effective for a period of two years from the date of execution and shall be automatically renewed for an additional 1 year periods unless canceled by either party upon 30 days of written notice to the other party or terminated in accordance with section 7.2 below. Termination of shall not affect CARRIER's obligation to deliver, in accordance with the terms of this Agreement, all shipments accepted from BROKER prior to the termination date.
- 7.2 This Agreement may be terminated immediately upon notice for cause if: (a) either party commits a material breach of this Agreement, or consistently fails to properly perform and observe its obligations under this Agreement, and fails to rectify the situation within 30 calendar days of the non-breaching party delivering notice of the breach or consistent failure to perform, or (b) either party becomes the subject of any bankruptcy or insolvency proceedings.

BROKER: TRI – TECH LOGISTICS

CARRIER:

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

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

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

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

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

Title \_\_\_\_\_

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

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