



# **AVILLION LLC CARRIER CONTRACT**

**[WWW.AVILLIONLLC.COM](http://WWW.AVILLIONLLC.COM)**

 (314) 668-2229

 [INFO@AVILLIONLLC.COM](mailto:INFO@AVILLIONLLC.COM)

 4126 METAXA LN | APT F  
ST. LOUIS, MO 63129



# avillion

4126 METAXA LN APT F, SAINT LOUIS, MO 63129  
MC# 1483552 - USDOT# 3970540

## Carrier Agreement

This contract Carrier – Broker Contract (hereinafter „Agreement “) made and duly executed this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_, by and between \_\_\_\_\_, hereinafter referred as Carrier, and Avillion LLC, hereinafter referred to as Broker, witnesseth: Whereas, Carrier is a motor contract carrier od property authorized under Permin No.MC \_\_\_\_\_(a copy of which Permit is attached hereto and made a part of hereof as Appendix “A”), in the business of providing transportation of property under contract with shippers and receivers of general commodities, and doing business as a \_\_\_\_\_, with principal place of business at \_\_\_\_\_, and Whereas, Broker is a motor carrier broker, in the business of providing transportation services for its customers through different motor contract carriers and trucking companies, and licensed to arrange for the transportation of property by License No.MC-1483552 B (a copy of which is license is attached hereto and made a part hereof as Appendix “B”), with principal place of business at Saint Louis, Missouri. Whereas, Broker controls the transportation of the commodities and cargo to be tendered to Carrier under this Agreement and intends to contract with Carrier from time to time for the performance of certain tasks consistent therewith. Now therefore, in consideration of the mutual benefits conferred through the representations contained herein, Broker and Carrier do hereby expressly agree as follow:

### I. Terms and Jurisdiction of this Agreement

This agreement shall be governed by the laws of the State of Missouri and any corresponding Federal regulations. Any legal action pertaining, arising from, or in any way related to this Agreement shall be brought and maintained exclusively in the Courts situated in the state of Missouri, and the parties hereto expressly agree and consent that proper venue in, or jurisdiction by, the Courts situated in the State of Missouri, and to service of process to affect the same. This Agreement is to become binding and effective as of the date first set forth above and shall remain in full force and effect for a period of one year from said effective date, and from year-to-year thereafter, subject to the right of either part hereto cancel or terminate the Agreement at any upon not less than (15) days written notice of one party to the other party. Such cancellation or termination by either party of this Agreement pursuant to the proceeding sentence, however, shall not cancel or terminate obligation(s) assumed or agreed to by either party prior to such notice which have yet to be completed.

### II. Duties and Obligations of Carrier

- a) Prior to performance of any services, Carrier must produce evidence of its carrier authority, and applicable certifications (such as those necessary to transport volatile or hazardous materials), safety records and/or safety ratings, and proof of insurance as required herein.
- b) Carrier shall issue a uniform straight bill of lading for property it receives for transportation under this agreement and shall be liable to the person, entity, or otherwise entitled to recover under said bill of lading. Failure to issue a bill of lading does not affect the liability of Carrier. Carrier’s

liability shall be equal to, or greater, than the liability of a common carrier under applicable state and federal state and federal law.

- c) Carrier expressly agrees to maintain cargo insurance in a minimum amount of one hundred thousand (\$100, 000.00) dollars to compensate those entitled to recover under the preceding paragraph, Carrier shall cause its insurance carrier to forward forthwith to broker a standard Certificate of Insurance evidencing such cargo insurance. The cargo insurance shall be in the form required by usual custom and practice and shall have no exclusions or restrictions that have not been accepted by broker, under its reasonable discretion. All insurance policies required by this Agreement shall be issues by insurance companies with a rating of A- or greater, and shall, as applicable, be primary and shall waive subrogation and contribution against Broker and its Customer. In addition, Broker Shall be named as additional insured on Carrier's general liability, automobile liability and cargo policies, and on the cargo as evidence on the certificates of insurance.
- d) Carrier's liability shall begin at the time cargo is loaded upon Carrier's equipment at point od origin, and said liability shall continue until said cargo is delivered to the designed consignee at destination, or to any intermediate stop-off party. Carrier and its employees, servants, agents and representatives, or authorized subcontractors, shall be solely responsible for the security of the cargo transported by carrier, and for maintaining the "count" of such cargo on and off the equipment used by carrier. Loading of cargo onto the equipment to be used under this agreement is the responsibility of Carrier and shall be done at Carrier's expense.
- e) Prior to operation in or within the State of California, Carrier expressly and unconditionally agrees to supply equipment in compliance with all applicable federal and state regulations, including but not limited to regulations of the California Air Resource Board. Carrier expressly and unconditionally agrees to indemnify, defend, and hold harmless Broker for any fines, penalties, or otherwise received from noncompliance with said regulations.
- f) Carrier expressly and unconditionally agrees to indemnify, defend, and hold harmless broker against all loss and damage one ach shipment transported by Carrier pursuant to this Agreement and from any and all liability, cost and damages to persons and/or property, be it real or personal, arising out of Carrier's operations hereunder related to these shipments transported by Carrier as arranged by Broker.
- g) Carrier shall promptly advise Broker in writing of any and all injuries, accidents, cargo loss or damage or spillage, or similar incidents or occurrences("events"), involving any cargo which is the subject of this Agreement. Carrier shall also advise Broker of any delay in the delivery of said cargo. Carrier shall make a full and complete written report to Broker, and to any insurance company or any other agencies as may be required, od any and all such events within twenty-four (24) hours of occurrence of said event(s). Absent such report said event(s) shall, as between Broker and Carrier only, conclusively by considered as having occurred solely due to Carrier's negligence.
- h) Carrier shall determine the method, means and manner performing this Agreement but shall be responsible to consignors and consigned for the proper performance of this Agreement, as provided elsewhere herein in accordance with the rules and regulation of the United States, Department of Transportation, and any other federal or state regulatory agency.
- i) Carrier may not subcontract, sub release or assign its obligations under this Agreement without express written consent of, and approval by Broker.

### III. Representations and warranties of Carrier

- a) Carrier is a for-hire motor carrier authorized to transport property pursuant to licenses issues by the Federal Highway Administration (successor in interest to the Interstate Commerce Commission) and other federal and state operating and licensing authorities. Carrier represents and warrants that it possesses all necessary licenses and operating authority to completely perform its obligations contemplated herein.
- b) Carrier expressly warrants and represents that the equipment it will use in it's business as motor carrier, and in the furtherance of this Agreement, under its various certificates or permits which it now holds or which may subsequently acquire at its sole cost, where such are required, shall, during the term of this Agreement, be under Carrier's authority and control, to the extent contemplated by and required by all applicable federal and state laws and regulations relating to the operation of leased motor vehicle equipment by motor carriers.
- c) Now withstanding the provisions contained above, to the extent that any shipment or cargo subject to this Agreement is transported by Carrier in or within the State of California, Carrier expressly and unconditionally warrants and represents that (i) all fifty-three (53) foot trailers, including both dry-van and refrigerated equipment it operates and the Heavy-Duty Tractors that haul them complies with the California Air Resource Board (CARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations; and (ii) all refrigerated equipment Carrier operates within the State of California under this Agreement is in full compliance with the California Air Research Board (CARB) Transport Refrigerated (TRU) Airborne Toxic Control measure (ATCM) in-use regulations. Carrier shall be liable to broker for any fines, penalties, or other liability imposed on Broker's customer or any third party because of Carrier's noncompliance with the above-mentioned regulations.
- d) Carrier warrants that it holds title to or is otherwise legally entitled to use the above-mentioned equipment for the purpose of this Agreement Broker shall have no responsibility for said equipment, nor shall it be obligated to pay for the use, maintenance, licensing, taxes, fuel, operational costs, or leasing of or other expenses associated with such equipment or its operation all of which shall be Carrier's responsibility.
- e) Carrier warrants that it will furnish, pursuant to this Agreement, only drivers or personnel who are qualified and competent. Carrier agrees that all drivers and personnel furnished will be required to meet all of the rules and regulations of the United States Department of Transportation, and any other body having jurisdiction as to safety, hours of service, inspection and maintenance, the taking of physical examinations, and the furnishing of a certificate therefore, and will be required to comply as to the qualifications, training program(s), drug and alcohol testing and safety rules of the United States of Department of Transportation and any other body having jurisdiction. It is further agreed and warranted that all drivers and personnel furnished by Carrier shall comply with all other rules and regulations prescribed and regulatory body having jurisdiction over operations to be conducted to this Agreement.
- f) Carrier expressly and unconditionally agrees to be responsible for, indemnify, defend, and hold harmless Broker from any and all claims of any nature, losses, personal injury, and death, and/or damage of cargo, including but not limited to theft of cargo or any other property, and/or claim

for any such loss of occurrence which may arise from or in connection with any operations performed or to be performed pursuant to this Agreement, however arising, without regard to fault or negligence on the part of Carrier, including, but not limited to, attorney's fees and any other expense incurred in defending or processing and claim(s) arising as a result of the above or performance of the services contemplated herein. Broker may deduct and sums for which Carrier is responsible hereunder from any sums which Broker may owe Carrier, after giving Carrier and itemized statement thereof.

#### IV. Bill Of Lading

All bills of lading shall note that the shipments were transported by Carrier, acting as a carrier and that shipment was arranged by Broker, acting solely as a broker. The name of any underlying shipper shall be inserted in the blank for the shipper, and the name of the consignee shall be inserted in the blank for the shipper, and the name of any consignee shall be inserted in the blank for consignee. Carrier shall be responsible for ensuring that Carrier's name is clearly stated as carrier of record on the receipt or bill of lading. Carrier acknowledges that failure to do so may delay payment until discrepancy is resolved.

#### V. Duties and Obligations of Broker

- a) Broker agrees to pay Carrier for the transportation of the commodities moved and transported under this Agreement in accordance with the rate set forth herein or any addenda thereto, within 60 days of the receipt by Broker of Carrier's invoice and proof of delivery for such transportation, subject to Broker's right to offset. No advance payment shall be required.
- b) In the event of any equipment breakdown, refusal to deliver, or if any other reason, Carrier is unable or unwilling to effect delivery of freight being transported within the transit time required herein, then Broker shall have the right to transfer such freight to another vehicle, or attach Carrier's trailer to another tractor and to enter Carrier's premises or equipment, in order to deliver such freight, and to deduct any cost or expenses so incurred from any sums which Broker may owe Carrier.
- c) Broker shall coordinate, through its dispatchers, the pick-up or delivery of any cargo to be transported by Carrier hereunder.

#### VI. No-Back Solicitation by Carrier

Carrier will not solicit traffic or similar business from any shipper, consignee or customer of Broker where (1) availability of such traffic or first became known to Carrier as result of Broker's efforts, or (2) where traffic or business of the shipper, consignor, consignee or customer of Broker was first tendered to the Carrier by the Broker. IF Carrier breaches this Agreement "back solicits" the Broker's customer, and/or obtains traffic or similar business from such a customer, then the Broker shall be entitled, for a period of twelve(12) consecutive months after the involved traffic first begins to move, to a commission from the Carrier if fifteen percent(15%) of the gross transportation revenue received on the movement of the traffic, aliquoted damages and not as a penalty.

## VII. Transit Time

Broker and Carrier may make agreements on each shipment as to the required transit time. Such agreement may make the transit time obligation less or more than "reasonable dispatch". In the absence of an agreement between the parties, the following transit time schedule shall apply: (1) on shipments moving less than 500 miles, next day delivery;(2) on shipments moving more than 500 miles, one day or more for every increase of 500 miles, or part thereof. (To illustrate; on a shipment moving 2900 miles, delivery, delivery shall be made in six (6) days) in all cases, however, time shall be considered of the essence and material requirement of Carrier's performance under this Agreement. Carrier shall receive direction from and respond to Broker's dispatcher in order to effectuate this material term.

## VIII. Licensing and Operations

- a) Neither Carrier nor any personnel furnished by Carrier shall charge any purchases, of any nature, to Broker advances or Broker's operating authority.
- b) Broker shall not, in any way, be liable for fire, theft, loss or damage of the equipment contemplated hereunder, no matter how arising, nor, as between Broker and Carrier, shall Broker be liable for the fire, theft, loss or damage to the commodities shipped by Carrier hereunder.
- c) Broker shall not be responsible for any fine, expense or cost incurred by Carrier or any drivers or personnel furnished by Carrier, by reason of its or their violation of, or failure to adhere to, any ordinance, rule or regulation of any federal, state, or local regulatory body having jurisdiction.
- d) Carrier will file, or has a file, with the United States Department of Transportation and any other regulatory body having jurisdiction over its operations, evidence of insurance in such amounts as may be required by law or regulation of said agency or agencies, and will continuously maintain in effect such insurance in such amount. Carrier shall secure, as its sole expense, 100% Primary Insurance in the minimum of one million (1,000,000.00) combined single limits on the equipment contemplated herein and shall furnish Broker with proof thereof. Carrier will furnish Broker an insurance certificate for all required coverage(s) shown above naming Broker as an "additional insured" on the general liability and commercial auto liability coverage.
- e) Carrier's responsibility to indemnify Broker for claims or losses, as set forth in this Agreement, is not limited to the extent that such claim(s) or losses, or portion thereof, are covered by such insurance policies.
- f) In the event that Carrier participates in a drop trailer arrangement for the benefit of any Customers, Carrier agrees that it shall address all damage or liability issues directly with the responsible Customer. Carrier agrees that it shall address all damage or liability issue was directly with the responsible Customer. Carrier agrees that Broker shall only be responsible for the direct acts of its employees, and not for the actions of customers, lumpers, draymen, other carriers, or any other third. If Carrier agrees to interchange equipment to another carrier or to use equipment owned to another carrier or to use equipment owned by a third party, Carrier, will address any interchange Agreement directly with that motor carrier or equipment owner.

## IX. Independent Contractor Status

- a) The relationship of the Carrier to the Broker shall, at all times, be that of an independent contractor.
- b) Carrier acknowledges and agrees that it has been engaged as an independent contractor and not as an agent or employee of Broker. Carrier, therefore, shall be responsible for payment of all federal, state and local taxes arising out of its activities under this Agreement, and/or activities of its subcontractors, agents, or employees, and business license fees, where required.

## X. RATES AND CHARGES

- a) Unless otherwise stated in a separate Load Confirmation signed by the PARTIES, CARRIER will invoice and BROKER will pay the rates and charges set forth in Load Confirmation, for transportation services performed under this Agreement. CARRIER represents and warrants that there are no other applicable rates or charges except those established in this Agreement or 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 Load Confirmation to be valid. 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.
- b) The Load Confirmation shall be in a form provided by and acceptable to BROKER. The Load Confirmation may include additional terms and conditions applicable to services undertaken pursuant to this Agreement. The Load Confirmation shall be signed and agreed to by CARRIER before each shipment to which such Load Confirmation applies. The foregoing notwithstanding, if CARRIER accepts a load subsequent to receipt of a Load Confirmation, such acceptance shall constitute acceptance of the terms of the Load Confirmation regardless of whether CARRIER signs the Load Confirmation. CARRIER acknowledges and agrees that any individuals purporting to sign a Load Confirmation on behalf of CARRIER is authorized to bind CARRIER to the terms of such Load Confirmation.
- c) CARRIER shall submit all freight bills within 120 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 60 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 6 months of the date of delivery or its right to sue or otherwise seek payment shall be waived.
- d) 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. 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.

- e) Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by this reference. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, tariff rates, release rates or values, or tariff rules or circulars, shall only be valid when their terms are specifically agreed to in a writing signed by both Parties.

## XI. HANDLING LOADING AND SEALING

- a) 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 CARRIER is transporting cargo of a type that a reasonable person would understand to require controlled temperature transportation, but is not provided with instructions regarding such service, CARRIER shall request, such instructions prior to accepting the cargo in question and, if controlled temperature service is declined, shall use reasonable efforts to obtain such declination in writing.
- b) Unless a shipment is loaded and sealed prior to 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.
- c) 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 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. At delivery, the consignee, and not CARRIER, shall break the seal.
- d) 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.
- e) CARRIER shall load, transport, deliver and unload all Goods specified on each load tender sheet in



a safe and secure manner (which obligation includes adequately securing trailers with padlocks at all times), CARRIER shall be solely responsible for any replacement costs, losses, damages or other amounts relating to the shipment unless: (1) a shipper-applied seal was legitimately broken at a previous, authorized stop within the scope of the Services relating to such cargo, or (2) the seal was broken due to inspection of the shipment by any government authority, in transit or otherwise, for any reason, including customs or security, and CARRIER produces documentation relating to such inspection, as well as a written certification that the Goods have not otherwise been accessed by any third party.

- f) To the extent CARRIER received contradictory or confusing instructions regarding any shipment; CARRIER must resolve the contradictory or confusing instructions prior to accepting the shipment for transport. Failure to resolve any issue with the instructions prior to transport shall bar CARRIER from using the contradictory or confusing instructions as a defense. CARRIER is responsible for and agrees to comply with all applicable laws, including all statutes, rules, regulations, and governmental guidance documents, in the performance of its services under this Agreement, including without limitation, those related to the transportation of food, pharmaceuticals, hazardous products, and over dimension and overweight loads (if applicable), as well as all instructions provided by BROKER or its customer regarding transportation of the commodities tendered to it. CARRIER will defend, indemnify and hold BROKER and customer harmless, including all costs, expenses, and attorney fees related in any way to CARRIER's violation of the requirements of this section.
- g) CARRIER agrees to be responsible for any and all hazardous materials and environmental claims, clean-up and remediation and the costs stemming therefrom that may arise from a material breach of this Agreement, or negligence, of the CARRIER or any party performing transportation services hereunder other than the BROKER. With respect to the transportation of hazardous materials or waste requiring vehicle placarding under 49 C.F.R. Part 181, BROKER and CARRIER agree that the following additional provisions shall apply for all such shipments:
- CARRIER represents and warrants that it has obtained all necessary federal permits and registrations to transport hazardous materials or waste in interprovincial, interstate and/or intrastate commerce. Upon request, CARRIER shall provide BROKER with a copy of all such federal and state permits and regulations. Additionally, CARRIER agrees to notify BROKER immediately upon any revocation or suspension of CARRIER's state or federal hazardous material permits or registration.
  - CARRIER represents and warrants that all driver used to transport hazardous material shipments have undergone the necessary training requirement of state and federal laws, including, but not limited to, the training requirement under 49 C.F.R. Part 126(F). CARRIER further warrants and certifies that all drivers used to transport hazardous material have the proper endorsements on their Commercial Driver's License to legally transport such shipments. CARRIER further agrees to comply with all federal, state and local laws regarding the transportation of hazardous material, including but not limited to, the requirements specified under 49 C.F.R. Part 181, and 49 C.F.R. Part 397.
  - 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.
- h) In the event that CARRIER becomes unable to deliver any Goods, in whole or in part, and/or in accordance with the time requirements imposed, CARRIER shall immediately notify BROKER, which shall have the right, but not the obligation, to provide alternative transportation for such

shipment. CARRRIER shall cooperate fully in the transfer of the shipment to a substitute carrier. Such transfer shall not relive the parties of their obligations hereunder, nor release either party from its liability hereunder, including, but not limited to, CARRIER's liability for such shipment as set forth herein.

- i) In the event that the consignee rejects a shipment that CARRIER has attempted to deliver, CARRIER shall immediately notify BROKER, and BROKER shall provide CARRIER with instructions regarding the disposition of such Goods. Unless specifically instructed by BROKER, CARRIER shall not place any Goods in a warehouse or other storage. CARRIER agrees that if it places the Goods into a warehouse or other storage contrary to, or in the absence of, BROKER's express instructions, CARRIER's liability with respect to such Goods shall continue to be that of CARRIER and not of a warehouseman. The foregoing shall not be deemed to waive any of BROKER's or its Customers' rights or remedies with respect to CARRIER's handling of the goods. In no event may CARRIER dispose or salvage the Goods without the written consent of BROKER.

## XII. CLAIMS

- a) The time limit for filing a claim against CARRIER shall be three (3) months from date of delivery, or in the case of CARRIER's failure to make delivery, within three (3) months after a reasonable time for delivery has elapsed. Mailing the claim or electronically transmitting (including by e-mail or fax) the claim in accordance with the notice provisions of this Agreement within the three (3) months' time limit will satisfy the time limit. CARRIER hereby expressly waives any requirement for the BROKER or claimant to give notice in writing to the CARRIER of any loss, damage or delay to any shipment transported pursuant to this Agreement within sixty (60) days after delivery of the shipment, or in the case of failure to make delivery, within three (3) months after the date of shipment.
- b) CARRIER agrees and covenants that it will not raise as defense to any claim asserted by BROKER or claimant the failure on the part of BROKER or claimant to give prior to notice in writing of a claim. 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 allow BROKER to deduct from the amount BROKER owes to CARRIER, Customer's full actual loss for the kind and quantity of commodities so lost, delayed, damaged or destroyed.
- c) 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 undisputed claim and supporting documentation. CARRIER shall fully assist BROKER in investigating any claim for cargo loss, damage, delay, or destruction.
- d) The time limit for filing overcharge and undercharge claims shall be one hundred and twenty (120) days. 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. Part 378.
- e) CARRIER shall agree that its liability for cargo loss or damage shall be of CARRIER as provided for in 49 USC 14706 (the Carmack Amendment). Exclusions in CARRIER's insurance coverage shall not exonerate CARRIER from this liability. The provisions contained in 49 CFR 370.1 et seq. shall govern the processing of claims for loss, damage, injury or delay to property and the processing of salvage.

### XIII. NOTICES, COMMUNICATION AND CONFIDENTIALITY

- a) CARRIER and BROKER shall endeavor to communicate by the most effective and efficient means to exchange information, including instructions, rates, equipment, shipment location, and other information helpful or necessary to achieve the intentions of the Parties herein. Such communications and information transmission presently include telephone, telecopier, software, e-mail, internet, electronic data interchange, satellite, and information received from third parties (including affiliates of BROKER, outside billing companies and freight payment entities), but this no intended to be limiting the manner of future communications as they develop.
- b) Any notices to be given under this Agreement shall be in writing and shall be delivered by hand or sent by registered mail, courier, e-mail or facsimile addressed to the Parties at the respective addresses appearing in this Agreement below the signature of the parties hereto or to such other address as one party advises the other party in writing. Any such notices shall be deemed to have been received by the party to whom they were addressed upon (i) if by hand, registered mail, or courier by actual delivery, (ii) if by facsimile, upon confirmation by the party to whom they were addressed or (iii) if by e-mail, upon confirmation by electronic mail delivery receipt obtained through the applicable electronic mail program.
- c) Unless the Parties notify each other in writing of a change of address, any and all notices required or permitted to be given under this Agreement shall be in writing and shall be addressed as follows:

ATTN: Adnan Imamovic – Avillion LLC  
4126 Metaxa Ln, APT F, St Louis, MO 63129  
Phone: (314) 668-2229 | (314) 278-0061

### XIV. SERVICES

- a) 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. 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 even will property of any other party be loaded on such equipment unless BROKER expressly consents thereto in writing.
- b) The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) days prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.
- c) CARRIER will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority, without prior written consent of BROKER. If CARRIER breaches this provision,

BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon BROKER's payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement. CARRIER will be liable for consequential damages for violation of this provision.

- d) CARRIER is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials (including the licensing and training of Haz Mat qualified drivers), as defined in 49 C.F.R. Part 172.800, Part 173, and Part 397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances and alcohol testing, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance of vehicle environmental compliance; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; all applicable insurance laws and regulations including but not limited to worker's compensation.

## XV. FORCE MAJURE

- a) Neither Party shall be liable to the other for failure to perform any of its obligations under this Agreement during any time in which such performance is prevented by fire, flood, or other natural disaster, war, embargo, riot, civil disobedience, or the intervention of any government authority, or any other cause outside of the reasonable control of the CARRIER or BROKER, provided that the Party so prevented uses its best efforts to perform under this Agreement and provided further, that such Party provide reasonable notice to the other Party of such inability to perform.

## XVI. MISCELLANEOUS PROVISIONS

- a) CARRIER hereby agrees that should it become involved in a labor dispute with its employees or with the drivers or other personnel utilized by it, if such labor disputes interfere or tends to interfere with this Agreement's purpose, then this Agreement or any assignment of transportation services hereunder shall be subject to immediate suspension or cancellation by BROKER, and its' election, without penalty.
- b) This Agreement shall supersede, replace and take precedence over any prior agreement, whether written or oral, of a similar character between the parties hereto. This Agreement shall constitute the complete and integrated agreement between the parties, and no agent or employee of either party shall have the authority to alter or vary the terms hereof or to take any representations or commitments not included herein, except as previous provided.
- c) Should either of the parties hereto seek to enforce or interpret this Agreement, the prevailing party shall be reimbursed by the other party for all reasonable costs and attorney's fees incurred

as a result.

- d) In the event any provision, or subpart thereof, of this Agreement, shall be adjudged invalid as a Court of competent jurisdiction, it shall not affect the validity of the remainder of this Agreement.
- e) The headings of this Agreement's Sections are for convenience only and shall not control or affect the meaning or construction or limit the scope or intent of any of this Agreement's provisions. All headings shall be subordinate to the meaning of the text of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hand on this \_\_\_\_ day of \_\_\_\_\_20\_\_.

AVILLION LLC

CARRIER: \_\_\_\_\_

SIGNATURE: *Adnan Imamovic*

SIGNATURE: \_\_\_\_\_

NAME & TITLE: Adnan Imamovic - President

NAME & TITLE: \_\_\_\_\_

DATE: 10/13/2023

DATE: \_\_\_\_\_

## ELECTRONIC FUNDS TRANSFER AGREEMENT

The undersigned Vendor (hereinafter referred to as Vendor) hereby authorizes Avillion LLC (hereinafter referred to as Avillion) to make payment for goods and services covered by an agreement between Vendor and Avillion by utilizing, at Avillion's option, Electronic Funds Transfer (EFT). Any information which Vendor has heretofore provided for such purpose to Avillion concerning the method and/or timing of payment for goods and services and any contract provisions regarding the method and/or timing of such payments shall be amended to the extent provided herein.

Vendor certifies and agrees that in the event Vendor currently receives EFT payments from Avillion, the same depository institution will be used for purpose of this agreement. Vendor also agrees to provide Avillion with written notification of any change in Vendor's depository institution, payment instructions, or remittance data instructions at least fifteen (15) days in advance of such change. Such notification shall be delivered to Avillion at [accounting@avillionllc.com](mailto:accounting@avillionllc.com) Avillion shall be responsible for making all payments required in accordance with the terms and conditions of the contracts and/or purchase orders as amended by this Agreement. The EFT payment shall be deemed completed when Vendor's depository institution receives or has control of the payment.

Vendor shall be responsible for any loss which may arise due to any error, mistake or fraud regarding the information provided herein, or any subsequent change. Any other loss shall be borne by Vendor, except to the extent that such loss arises due to the negligence or willful misconduct of Avillion.

If payment has not been received by Vendor within the terms of the contract or purchase order, Vendor shall notify Avillion immediately in writing and Avillion shall have ten (10) days from the date of receipt of such notice in which to make said payment. Until the expiration of that period, Vendor agrees to not have, or pursue, any rights or remedies against Avillion for any failure to make payment including, without limitation, actual, incidental or consequential damages. In the event of duplicate payment, overpayment, fraudulent payment or any payment made in error, Vendor agrees to return any such payment to Avillion upon discovery of such error by Vendor or after Avillion provides sufficient information to support its claim.

<b>Vendor Name</b>	
<b>Vendor's Remit To Address</b>	
<b>Federal Tax ID Number</b>	
<b>Phone Number</b>	
<b>Address</b>	
<b>City, State, Zip Code</b>	
<b>Email Address</b>	

<b>Banking Institution</b>		
<b>Banking Institution Address:</b>		
<b>Name on Bank Account</b>		
<b>Bank Account Number</b>		
<b>Bank Routing Number (U.S BANKS)</b>	9 DIGIT NUMBER	
<b>Bank Transit Number (CAD Banks)</b>	5 DIGIT NUMBER	3 DIGIT NUMBER
<b>Bank Account Type:</b>	<input type="radio"/> <b>Checkings</b> <input type="radio"/> <b>Savings</b> <span style="color: blue; font-size: small;">PLEASE ATTACH A COPY OF VOID CHECK</span>	
Note: You will be notified of electronic payments via e-mail only. We will accept one e-mail address per vendor.		

**Vendor Authorization Acknowledgement:**

\_\_\_\_\_  
Authorized Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_

## TRAILER INTERCHANGE AGREEMENT

**THIS AGREEMENT** is entered into by and between Avillion LLC, a Missouri limited liability company whose main office is located in St. Louis, Missouri ("Broker"); and \_\_\_\_\_ a licensed interstate motor carrier ("Carrier").

In consideration of the mutual undertakings of the parties hereto, as set forth herein, it is agreed that Carrier may interchange owned, leased or controlled trailers ("Equipment") subject to the following terms and conditions.

1. **Equipment.** The term Equipment as used herein shall refer to any trailers owned, leased or controlled by Broker.
2. **Points of Interchange.** The specific points of interchange shall be at the points mutually agreed upon between the parties. At the time of interchange, an authorized representative of each party shall execute, in multiple copies, as the parties may require, an Interchange Receipt and Inspection in the form and manner prescribed by Broker.
3. **Use and Return.** Carrier agrees that the Equipment will be utilized only for transportation to complete promptly and expeditiously the motor vehicle movement and return the Equipment to Broker in the city and at the terminal where received, unless otherwise specified by Broker. Carrier shall be responsible for the safe and timely return of the Equipment to Broker, ordinary wear and tear excepted. Carrier agrees not to interchange Equipment obtained from Broker hereunder with third parties.
4. **Carrier's Responsibilities.** Carrier shall accept responsibility for all owner operators and their leased power units as if they were Carrier's own employees and vehicles. Proper identification on tractors is mandatory and is an obligation of the Carrier. Carrier shall have complete control and supervision of such Equipment, and such Equipment shall be operated under its authority while in its possession, and Broker shall have no right to control the detail of the work of any employee or agent operating or using said Equipment during such time. Any person operating, in possession of, or using said Equipment after parties hereto sign an Inspection Report and until proper form is signed returning the Equipment to Broker, is not the agent or employee of Broker for any purpose whatsoever.
5. **Taxes.** Carrier shall bear the cost of all federal, state or municipal taxes, fines, fees or charges levied or imposed or arising out of the use of the Equipment while in its possession, until its proper return to Broker.
6. **Indemnification.** Carrier agrees to indemnify, defend and hold Broker harmless from and against any and all loss, damage, liability, cost or expense, including but not limited to, attorney's fees, suffered or incurred in connection with injuries or death of any person, or loss of or damage to any property, arising out of use, operation or maintenance of said Equipment until such Equipment has been returned to Broker and receipt issued therefor.

The obligations assumed by Carrier pursuant to this paragraph shall apply regardless of any contributing act or omissions, whether negligent or not, on Broker's part.

7. **Insurance.** Before commencing any work hereunder, Carrier shall procure, and shall thereafter maintain in force during the period of this Agreement, all of its own insurance, with insurance companies satisfactory to Broker, covering all of the work and services to be performed hereunder by Carrier and each of its subcontractors:
  - (a) Carrier agrees to maintain for the duration of this Agreement, insurance coverage for owned and hired automobile liability including bodily injury and property damage, with coverage of at least \$1,000,000.00 combined single limit or the equivalent.
  - (b) Carrier agrees to maintain for the duration of this Agreement, insurance coverage for physical damage insurance for loss or damage to Equipment while in the care, custody and/or control of the Carrier. Such coverage maybe written on an actual cash value basis per unit, but in no event less than \$20,000.00.
  - (c) Carrier agrees to maintain for the duration of this Agreement, insurance coverage for cargo loss insurance for loss and damage to lading contained in the Equipment while in the care, custody and/or control of the Carrier. Such coverage shall be in the minimum amount of \$250,000.00.
  - (d) All certificates of insurance must provide Broker a minimum of thirty (30) days notice of cancellation.
8. **Charges.** Carrier agrees to pay Broker charges for each day or portion thereof Equipment interchanged hereunder is in Carrier's possession. Broker will bill Carrier for said charges on a monthly basis. Carrier must submit billing disputes to Broker within thirty (30) days of invoice date. In the event Carrier fails to pay all uncontested amounts due within thirty (30) days of invoice date, this Agreement shall be subject to immediate suspension by Broker without formal notice to Carrier.
9. **Maintenance of Equipment.** Ordinary maintenance and other service adjustments on Equipment, tires excluded, occasioned by ordinary use will be:
  - (a) Absorbed by the Carrier when costs thereof do not exceed \$50.00, exclusive of service charge.



- (b) Billed to and borne by Broker in its entirety when costs thereof would exceed \$50.00; provided, however, that Broker's authorization is obtained prior to commencement of repairs when the costs thereof is estimated to exceed \$100.00. Broker will not be responsible for any other consequential costs. Bills against Broker for ordinary maintenance of Equipment shall be tendered within thirty (30) days from the date the repairs were completed, unless otherwise agreed upon.
10. **Tires.** Broker shall furnish Equipment with tires and tubes of proper size at the time of interchange. Thereafter, until the Equipment is returned to Broker, repairs to tires and tubes shall be made by and at the expense of Carrier. When an unserviceable tire or tube is replaced, it must be with a new tire/tube or newly recapped tire. When a tire is replaced, the empty tube should be reapplied if serviceable. Carrier shall return the blown-out or unserviceable tire to Broker.
11. **Damage or Loss to Equipment.** The Carrier shall be responsible for all damages and losses, occurring while in its possession, to the Equipment of Broker. In the event of total loss of Equipment, Carrier shall pay to Broker the commercial value of the trailer at the time it was interchanged.
12. **Dispute Resolution.** If any suit shall be brought against either party and a judgment recovered which such party will be compelled to pay and the other party shall, under the provisions of this Agreement, be solely liable therefore, such other party on demand shall promptly repay the party paying the same all money which it (the party paying the same) is required to pay, including damages, costs, fees, or other expenses. Neither party shall be bound by any judgment at law or in equity against the other party unless it has had reasonable notice from such other party requiring it to appear in an action or suit and make defense thereto for its own account or jointly with the other party. If such notice shall have been given by either party to the other party and the party receiving the same shall fail to appear and make defense, thereupon it shall be bound by the judgment or decree in the suit. In the event any charge due hereunder remains unpaid more than sixty (60) days from invoice date and Broker thereafter refers collection of such charge to an attorney, Carrier agrees to pay, in addition to said charge, an amount equal to 25% of said charge to represent attorneys' fees and collection expenses.
13. **Miscellaneous.** The laws of the State of Missouri shall govern this Agreement in all of its aspects, including execution, interpretation, performance and enforcement. This Agreement together with all exhibits shall constitute the entire agreement between the parties, and no oral amendment or modification thereof shall be permitted.

14. **Term and Termination.** This Agreement is in effect from the date shown herein, and shall continue to in effect until terminated by either party giving the other party ten (10) days advance notice of termination, in writing, addressed to the other party. Any Equipment in possession of the Carrier on the date of termination must be returned to Broker within seventy-two (72) hours. If Equipment is not returned by Carrier and it becomes necessary for Broker to have the Equipment returned, Carrier shall bear all expenses for return of Equipment.

**IN WITNESS WHEREOF**, this Trailer Interchange Agreement is executed between the parties as of the \_\_ day of \_\_\_\_\_, 20\_\_.

**BROKER**

**CARRIER**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_



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

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

**SERVICE DATE**  
November 21, 2022

**LICENSE**  
**MC-1483552-B**  
U.S. DOT No. 3970540  
AVILLION LLC  
SAINT LOUIS, MO

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 "Jeffrey L. Secrist".

Jeffrey L. Secrist, Division Chief  
Office of Registration

BPO

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

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

Print or type.  
See Specific Instructions on page 3.

<b>1</b>	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Adnan Imamovic</b>	
<b>2</b>	Business name/disregarded entity name, if different from above <b>Avillion LLC</b>	
<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 checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input 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>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) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b>	Address (number, street, and apt. or suite no.) See instructions. <b>4126 Metaxa Ln, Apt F</b>	Requester's name and address (optional)
<b>6</b>	City, state, and ZIP code <b>Saint Louis, MO 63129</b>	
<b>7</b>	List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

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.

<b>Social security number</b>									
-				-					
<b>or</b>									
<b>Employer identification number</b>									
8	8								
-				-					

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Adnan Imamovic</i>	Date ▶ <i>11/3/2022</i>
------------------	--	-------------------------

## 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-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.*



January 19, 2023

ADNAN IMAMOVIC  
AVILLION LLC  
4126 METAXA LN APT F  
SAINT LOUIS, MO 63129

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

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

AVILLION LLC  
4126 METAXA LN APT F  
SAINT LOUIS, MO 63129  
MC-1483552  
US DOT- 3970540

This Alpha Code will apply only to the company name shown above through June 30, 2024. Approximately two months prior to expiration of this SCAC, NMFTA will provide an invoice for renewal which must be promptly returned together with payment to ensure its continued validity. Should the company name, address or contact information need an update, please notify the National Motor Freight Association, Inc. at [customerservice@nmfta.org](mailto:customerservice@nmfta.org).

If you participate in the Customs & Border Protection (CBP) ACE program and you have an issue with using your SCAC with ACE, please contact CBP at the following email address: [AMSSCAC@cbp.dhs.gov](mailto:AMSSCAC@cbp.dhs.gov). All SCACs are automatically uploaded to ACE within 24 hours. To participate in the Automated Export System (AES) program, please email [AMSSCAC@cbp.dhs.gov](mailto:AMSSCAC@cbp.dhs.gov) and [askaes@census.gov](mailto:askaes@census.gov) a request, along with a copy of the NMFTA SCAC letter, to enable your SCAC for AES. Additional information on CBP's automated programs can be found at: <https://www.cbp.gov/trade/automated/getting-started>.

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.