



SPI INTERNATIONAL TRANSPORTATION
DOT TRANSPORT BROKER MC 253915 • A DIVISION OF SILVER PACIFIC INVESTMENTS INC.

SPI CARRIER SETUP INSTRUCTIONS

In order for SPI to accept your company up as a supplier in our transportation network, we require the listed information below. Your application will be reviewed by our staff for safety, prior performance and insurance. This process can take up to one hour depending on your insurance company's response.

- **Carrier Transportation Agreement**, 4 page contract signed by authorized person;
- **Insurance Certificates** (Cargo , General and Automobile Liabilities listing SPI as cert. holder)
- **Workers Compensation** (Company registration and/or policy or letter of good standing)
- **Operating Authorities** (copies of NSC, MC , Cab Card, HAZMAT and/or Provincial/State authorities)
- **Tax Authority Registration** (Federal Id, W8 or W9, or CRA Business number)

The required documents can be sent to our office via email at carriersetup@spitrans.com (make sure your company name is in the subject line) or by Fax at 1-866-383-0393.

DISPATCH REQUIREMENTS:

SPI will only pay carriers who are issued an SPI Load Confirmation which is identified with our logo and a number in the form of "SPT-3#####" at the top of each form sent to you prior to pick of the load. The instructions for sending this in are at the bottom of each load confirmation. This load confirmation also indicates the remittance party and address for your payment. Please ensure this is accurate. Any discrepancy will affect our ability to remit payment to you in a timely manner.

In the event of a dispute, the Carrier Transportation Agreement will supersede anything contained in the Load Confirmation or told verbally.

Your invoice and required supporting documentation can be sent in via email or fax. Originals will be requested if required prior to release of final payment. Indicate your load confirmation number (SPT-3#####) on all invoices and correspondence with SPI. Address locations are indicated on the bottom of the load confirmation or our website at www.spitrans.com/contact.

Payment inquiry is offered through an online Carrier Portal where you can check invoice receipt and status as well as historical SPT load confirmations. Send an email to ap@spitrans.com with "New Carrier Portal Setup" in the subject and include your company name and address and contact information.

SPI Carrier Transportation Agreement to follow...

Initials_____



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SPI CARRIER TRANSPORTATION AGREEMENT

ADDRESS AND REMITTANCE:

(All fields required...please print clearly)

Legal Company Name: _____ MC / DOT No: _____

Trade/Operating Name: _____ FEID / Bus. No: _____

Company Website: _____ Company email: _____ WCB No: _____

Physical Address (No PO Box): _____ City: _____

State/Prov: _____ Zip/Postal Code _____ Phone: _____ Fax: _____

Will your company be factoring your invoices to SPI?

If Yes, Company Name: _____ Account No: _____

Remittance Address: _____ City: _____

State/Prov: _____ Zip/Postal Code _____ Phone: _____ Fax: _____

Payment Currency (unless otherwise stated on Load Confirmation)

US Dollars (USD)

Canadian Dollars (CAD)

CONTACT INFORMATION:

Rates Contact Name: _____ Email/Fax: _____ Phone: _____

Dispatch Contact Name: _____ Email/Fax: _____ Phone: _____

After Hours Contact Name: _____ Email/Fax: _____ Phone: _____

Receivables Contact Name: _____ Email/Fax: _____ Phone: _____

OPERATIONS INFORMATION:

Are your trucks on Satellite or other In-cab Product? **Yes** **No**

If yes, please describe: _____

Do drivers carry cell phones or other communication?:

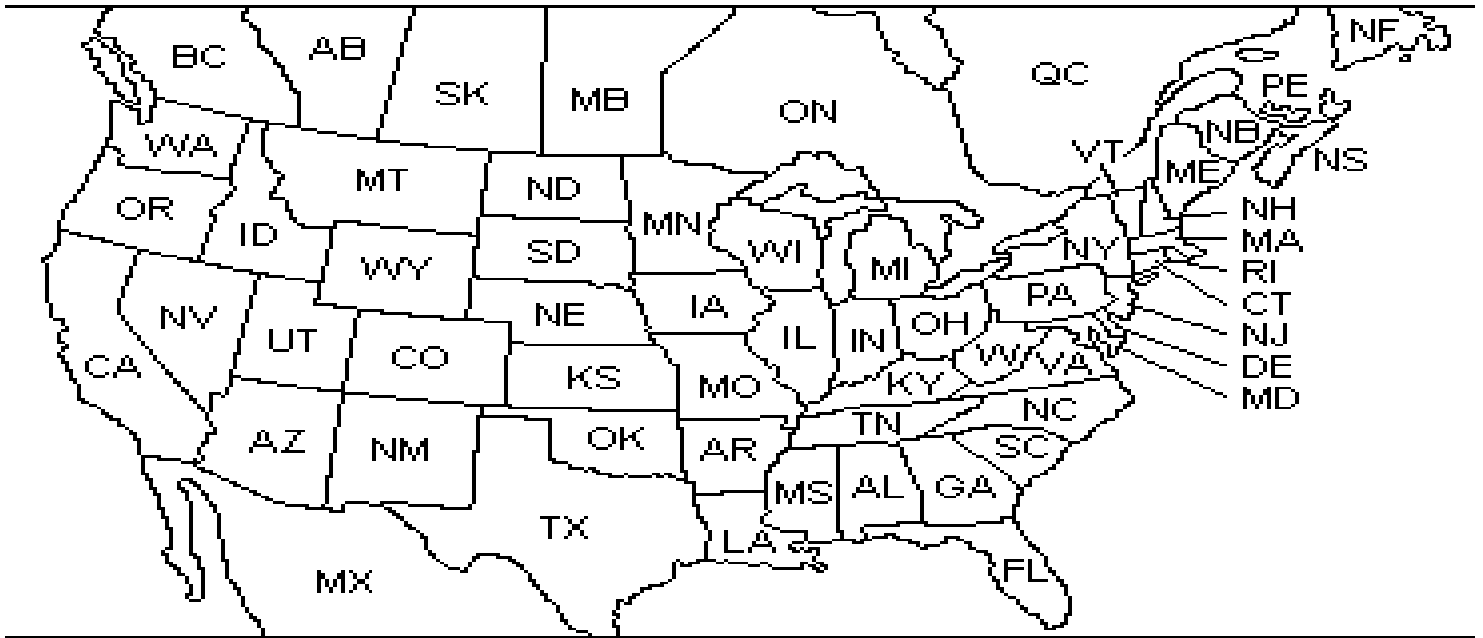
If yes, please describe: _____

Are you HAZMAT Certified? **Yes** **No**

If yes, please provide certificate with registration: Cert No: _____ Expiry: _____

Initials _____

Indicate the States/Provinces of operating area/authority in map below:



Preferred States or Operating Lanes: _____

Are there Backhaul or Flat Lanes that we can help with? _____

TYPES OF EQUIPMENT:

Number of Power Units: _____ Number of Drivers: _____

Are Drivers under Individual MC? [] Yes [] No If Yes, please provide details separately.

<u>REEFERS</u>	48ft	53ft	<u>FLATDECKS</u>	48ft	53ft	<u>HEAVY-HAUL</u>
Tandem	_____	_____	Sidekit	_____	_____	<u>Double Drop</u>
Tridem	_____	_____	Tandem	_____	_____	10 Axle _____
Flush Mounted	_____	_____	Tridem	_____	_____	12 Axle _____
Multi Temp	_____	_____	Trombone	_____	_____	13 Axle _____
Smart Reefer	_____	_____	<u>STEPDECKS</u>			19 Axle _____
Wooden Floor	_____	_____	Sidekit	_____	_____	Expandable _____
Shute	_____	_____	Tandem	_____	_____	RGN _____
<u>VANS</u>			Tridem	_____	_____	Other? _____
Tandem	_____	_____	Trombone	_____	_____	_____
Tridem	_____	_____	<u>Super-B/Maxi</u>	Yes _____	No _____	_____
Logistics	_____	_____				_____
Curtain Sided	_____	_____				_____

Please check if your services include: Expedited [.....] Teams [.....] Air Ride [.....]

Are you a Smartway member?

If yes please provide certificate. Cert No: _____

Rating: _____

Initials _____

CUSTOMS INFORMATION:

US Custom Bond #: _____ Canadian Custom Bond #: _____

Is your company registered with USA/CDN Customs and Border Protection (CBP) as a Free and Secure Trade (FAST) Registered Highway Carrier for loads coming from Canada into the USA? [] Yes, [] No

FAST Card Number: _____ **How many drivers have a FAST Card:** _____

Is your company C-TPAT certified (Customs Trade Partnership Against Terrorism)? [] Yes [] No

- Information on applying for the C-TPAT and FAST program go to www.cbp.gov under Quicklinks click on C-TPAT there is information and links for applying to both programs

Standard Carrier Alpha Code (issued by the NMFTA) SCAC Code: _____

- To apply for a SCAC code go to <http://www.nmfta.org> or call 703-838-1810 once certificate of Assignment is issued must be faxed to CBP at 703-921-7173 attention Charles A. Bennett.

Do your drivers currently have the carrier specific PAPS (Pre-Arrival Processing System) barcodes: [] Yes [] No

- You can ask any customs broker to have PAPS labels made for your company once you have a SCAC code. You can alternatively have your local printer make them but make sure you have all the information in the proper spot, size, font etc. or will not be allowed.
- For a complete list of all Custom Broker Filer codes (required on PAPS barcodes) go to www.cbp.gov go to Importer then Broker Management.

TERMS AND CONDITIONS

This Master Agreement between the above named party hereinafter designated as **CARRIER** and **SPI International Transportation**, a division of Silver Pacific Investments, Inc., a corporation of British Columbia, Canada, hereinafter referred to as **BROKER**.

IN CONSIDERATION of the mutual covenants set forth in this Agreement, and other good and valuable considerations, it is hereby agreed as follows:

1. **BROKER** represents that it is a duly authorized General Commodities Broker MC-253915 (*a copy of which license is available on request or through the FMSCA Safer Website*) controlling the transportation of commodities to be tendered to **CARRIER**, and
2. **CARRIER** represents that it is an Contract (or Common) Carrier of property, duly authorized to provide transportation for the **BROKER** as licensed under carrier MC, NSC or DOT indicated above (*a copy of which license to be provided by CARRIER*).
3. **BROKER** agrees to offer and **CARRIER** agrees to transport by motor vehicle from and to such points between which service may be required, such quantities of authorized commodities as **BROKER** may require, subject to the **CARRIER'S** availability of suitable equipment.
4. **CARRIER** desires to perform such contract motor carrier service to meet the distinct needs of the **BROKER**. **CARRIER** agrees that **BROKER** is the sole party responsible for payment of **CARRIER'S** invoices and that, under no circumstance, will **CARRIER** seek payment from the shipper or consignee.
5. **Under NO circumstance** may **CARRIER** tender request for quotations through second party or sub contract the movement of **BROKER'S** freight (Double-Broker) without the prior knowledge and written authorization of the **BROKER**. Should said authorization be forthcoming from the **BROKER**, then the **CARRIER'S** agreement with third party must contain the equivalent of the terms set forth within this agreement, and the **BROKER** must be notified as to the name,

Initials _____

address, phone & fax numbers, insurance and operating authority numbers of the transportation company so sub contracted to move freight. It is agreed that should the **CARRIER** sub contract a load without the prior written consent of the **BROKER**, in contravention of this clause, then the **BROKER** shall have the right to pay the transportation company who actually hauled the freight instead of **CARRIER**. Upon contravention of this clause **CARRIER** waives the right to pursue legal action in the collection of payment from **BROKER**, *shipper or consignee, for such unauthorized movement. Further, CARRIER remains responsible for the performance and any resulting liability of sub contracted party.*

6. **CARRIER** agrees to maintain cargo liability insurance in a minimum amount of \$100,000.00, or such other amount as sufficient to fully compensate **BROKER**, owner or consignee for loss or damage to property belonging to **BROKER**, owner or consignee which comes into the possession of **CARRIER** in connection with its transportation service and for delay and consequential loss. The cargo insurance shall be in the form required by 49 C.F.R. 1043.2(b), and shall have no exclusions or restrictions that would not be accepted by the Surface Transportation Board for a filing under the statutory requirements of the above stated section, but shall, in all respects, be identical to the cargo insurance filed in accord with said section. **CARRIER** shall cause its insurance carrier to forward to **BROKER** a standard Certificate of Insurance which Certificate shall require the insurance carrier to give written notice thirty (30) days prior to cancellation of such cargo insurance.
7. Rates and terms for freight moved under this agreement shall be agreed to between both parties in writing. Said written rate confirmation shall be in the form of a numbered Load Confirmation (in the form of SPT-3#####) which shall be signed by the **CARRIER**, prior to loading freight, and returned to the **BROKER** by fax or email to the number indicated on said notice as acknowledgment of receipt and acceptance of the terms of said confirmation. Loading of said freight shall be construed as acceptance of the terms contained within the written Load Confirmation on a given load. Said confirmation shall be considered an amendment to this agreement and ~~subsequently attached hereto as Appendix D.~~ The rates and terms of an accepted Load Confirmation are binding on the **CARRIER** and shall be read together with, and form part of, this Agreement. In the event of a conflict between the Load Confirmation and this agreement, this agreement shall supersede the Load Confirmation.
8. **CARRIER** shall, on the acceptance of each load, issue a standard Bill of Lading and freight shall move under the terms and conditions of the Bill of Lading, which shall contain the standard provisions as to the filing and settlement of claims. Failure to issue a bill of lading does not affect or diminish liability of **CARRIER**.
9. **BROKER** shall be entitled to notify **CARRIER** within four (4) hours of issue, or within twenty-four (24) hours of designated pick-up of a cancellation of the service with penalty by the **CARRIER** for truck order not used (TONU).
10. **BROKER** shall remit payment to **CARRIER** twenty eight (28) days following the **BROKER**'s receipt of **CARRIER**'s invoice which must indicate **BROKER**'s SPT number (SPT-3#####) as found on the written Load Confirmation; and include a copy of the bill of lading, or such other acceptable document, showing the consignees signature as proof of delivery of each shipment to its destination, free and clear of damage and/or shortage. Original copies are to be provided by the **CARRIER** to the **BROKER** on request. **CARRIER** must retain records of such documents for a minimum of twelve (12) months following delivery, or as otherwise prescribed by law.
11. **CARRIER** shall be liable to, and agrees to indemnify and hold harmless, the **BROKER** for loss or damage to any property transported under this agreement and for delay and consequential loss. Such indemnity shall cover any sub-contracted party of the **CARRIER**. Such liability shall begin at the time freight is loaded in or on **CARRIER**'s equipment at point of origin, and continue until said freight is delivered to the designated consignee at destination or to any intermediate stop off party as determined by **BROKER** on the Load Confirmation.
12. **CARRIER** agrees to transport all commodities pursuant to this agreement in accordance with the rates, rules and regulations established by the Surface Transportation Board and any other applicable federal, state or provincial agencies and all claims for loss or damage and salvage arising there from shall be handled and processed in accordance with them.
13. **CARRIER** will not solicit **BROKER**'s traffic. **CARRIER** will not solicit traffic from any shipper, consignor, consignee or customer of **BROKER** where the availability of such traffic became known to carrier as a result of **BROKER**'s effort; or where the traffic of the shipper, consignor, consignee or customer of **BROKER** was first tendered to **CARRIER** by **BROKER**. Should **CARRIER** breach this agreement and directly solicits traffic from customers of **BROKER**, and obtains traffic from such a customer, **CARRIER** shall then be obligated to pay **BROKER**, for a period of twelve (12) months thereafter, a commission in the amount of fifteen percent (15%) of the transportation revenue resulting from such traffic.
14. The relationship of the **CARRIER** to the **BROKER** shall at all times be that of an independent contractor.

Initials_____

15. The parties agree that a duly executed facsimile copy of the original of this Agreement is of the same legal consequence as the original.
16. The terms of this agreement shall commence on the day of execution of this document, or at such time thereafter when the **BROKER** receives verification that the **CARRIER** is in possession of the necessary federal permits and authorities, and shall remain in force and effect for a period of twelve (12) months from its effective date and from year to year thereafter, provided however that either party may terminate this agreement upon not less than thirty (30) days prior written notice to the other party. Nothing in this paragraph shall be construed as limiting, abridging or superseding any right of cancellation or termination of this agreement as may be specified in any other paragraph of this document.
17. If any portion of this Agreement is unenforceable or invalid for any reason whatever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of this Agreement and such unenforceable or invalid provisions shall be severable from the remainder of this Agreement.
18. To the extent not governed by the United States Interstate Commerce Act, this agreement shall be governed by and construed in accordance with the laws of the province of British Columbia, Canada.

IN WITNESS WHEREOF,

The parties represent they have due authority to act and hereto caused these presents to be executed this, the _____ day of _____, 20_____.

BROKER:

SPI International Transportation
a division of Silver Pacific Investments, Inc.
Unit C- 12343 104th Avenue
Surrey, BC V3V 3H2

By: _____.

CARRIER:

Print Signatories Name: _____

Print Signatories Title: _____

Signature: _____

Initials_____