

# PAYMENT OPTIONS

CARRIER / VENDOR BILLING



**Check mark your selection to receive QP or SP:**

- 2.25% Next Day QuickPay
- 30-Day Standard Pay Terms

Please submit a completed copy of this form to [info@TriumphPay.com](mailto:info@TriumphPay.com)

**Name of Carrier:** \_\_\_\_\_ **Phone number:** \_\_\_\_\_

**DOT#:** \_\_\_\_\_ **MC#:** \_\_\_\_\_ **Remittance Email:** \_\_\_\_\_

By signing this agreement, carrier agrees to the payment plan terms and conditions selected and agrees that such terms and conditions will apply on all invoices unless a written or email request is submitted and is provided a reasonable amount of time to implement such change. Changes to your account will be reflected within a reasonable update period.

Sign Up/Register your account and connect with BEEMAC LOGISTICS by logging into:  
**[www.TriumphPay.com](http://www.TriumphPay.com)**

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## BEEMAC LOGISTICS – BROKER / CARRIER AGREEMENT TRANSPORTATION AGREEMENT

THIS AGREEMENT is made this day \_\_\_\_\_, between BEEMAC LOGISTICS, LLC (“BEEMAC”), having its principal place of business at 2747 Legionville Road, Ambridge, PA 15003, and \_\_\_\_\_ (“CARRIER”) having its principal place of business at \_\_\_\_\_.

### I. RECITALS

1. BEEMAC is engaged in the business of providing third party logistics services, including services as a property broker pursuant to a license issued by the Federal Motor Carrier Safety Administration (FMCSA) at MC-331705.
2. CARRIER is engaged in the business of transporting general commodities and desires to render transportation services BEEMAC arranges, between points and places in the United States.
3. BEEMAC desires to engage the services of CARRIER subject to the terms and conditions set forth in this Agreement.

### II. TERMS AND CONDITIONS

The parties hereto, intending to be legally bound hereby, agree, represent and warrant as follows:

1. **Scope and Duration of Contract.** This Agreement supersedes, and takes the place of any prior agreement between the parties hereto and shall remain in full force and effect for a period of one (1) year from the date hereof and shall be renewed automatically from year to year thereafter under the same terms and conditions, except as the parties may otherwise agree. This Agreement may be canceled by either party at any time during the initial or any subsequent term, by giving at least fifteen (15) days written notice of such termination. Notwithstanding the foregoing, BEEMAC may terminate this Agreement on one day’s written notice to CARRIER if CARRIER files a voluntary petition in bankruptcy, makes an assignment for benefit of credits, is voluntarily or involuntarily adjudicated a bankrupt, has a receiver appointed for its business, becomes insolvent, or commits a material breach of any term or condition of this Agreement.

#### 2. **Shipping Documents**

A. **Bill of Lading.** Each shipment hereunder shall be evidenced by a Uniform Standard Bill of Lading naming CARRIER as the transportation company. The bill of lading may show the name of BEEMAC, but only as the transportation broker and not as the carrier. The terms and conditions of the bill of lading shall apply except where such terms vary from the terms of this Agreement and, in such case, the terms of this Agreement shall be controlling. CARRIER’s failure to issue a bill of lading shall not affect its liability hereunder. CARRIER shall notify BEEMAC immediately of any exception made on the bill of lading or delivery receipt.



‘ B. Delivery Receipt. Upon delivery of each shipment, CARRIER shall obtain a delivery receipt showing the kind and quantity of product delivered to the consignee, and which CARRIER shall cause to be signed by a representative, agent or employee of the consignee. CARRIER shall notify BEEMAC immediately of any exceptions made on the delivery receipt by the consignee, including any notations of loss or damage.

### 3. Service, Rates and Payment

A. Services. CARRIER agrees to provide transportation service for each shipment offered to CARRIER by BEEMAC and accepted by CARRIER. BEEMAC and CARRIER agree that this Agreement shall govern the rights, duties and liabilities of CARRIER and BEEMAC as more fully stated herein. Regardless of whether they are required by law, in no event shall any provisions of CARRIER’s tariff, terms and conditions, service guide, bill of lading, or similar documentation apply to services provided under this Agreement. CARRIER shall transport all shipments provided under this Agreement without delay, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to BEEMAC by CARRIER. This Agreement does not grant CARRIER an exclusive right to perform any transportation related services for BEEMAC or its Customer.

B. Payment/Rates. BEEMAC will pay CARRIER in accordance with the rates and charges agreed to by the parties as set forth on BEEMAC’s load confirmation sheet, or any other written document, which a representative of CARRIER shall sign. CARRIER will submit its invoice to BEEMAC, together with proof of delivery as provided herein, within five (5) days of delivery of a shipment. BEEMAC shall pay CARRIER for the transportation service provided by CARRIER within thirty (27) days of receipt by BEEMAC from CARRIER of its invoice and the signed delivery receipt. CARRIER understands, acknowledges and agrees that BEEMAC has the sole and exclusive right to bill all customers for transportation charges negotiated between BEEMAC and its customers and that CARRIER will be paid only in accordance with the rates specified on the load sheet. CARRIER further agrees not to invoice, collect, or attempt to collect, freight charges from any consignor or consignee for which transportation service is provided by CARRIER pursuant to this Agreement. CARRIER further agrees that in the event that any payment for transportation services performed under this Agreement is made to the CARRIER by the shipper or consignee, that CARRIER will immediately refund the full amount received to BEEMAC and that failure to do so would represent a material breach of this Agreement by CARRIER.

4. Regulatory Approvals. CARRIER warrants and represents that it is a licensed motor carrier and holds operating licenses as follows:

FMCSA Certificate No. MC-\_\_\_\_\_.

CARRIER warrants that it holds any and all necessary licenses and permits and any other required approvals from the US Department of Transportation (DOT) and any other federal, state, local or provincial government to perform the transportation services covered by this Agreement and any Addendums or Appendices thereto. In addition, CARRIER warrants that its operations, vehicles, drivers and other personnel are now and will remain qualified and in compliance with all rules, regulations, orders, or requirements of the FMCSA and DOT. In the event that CARRIER receives an unsatisfactory safety rating, is notified that it may receive an unsatisfactory safety, fails to maintain insurance required hereunder, is notified that such insurance may become ineffective or is otherwise prohibited by applicable law from performing services



hereunder, CARRIER shall immediately notify BEEMAC of such fact and shall not carry any loads or goods tendered to CARRIER by BEEMAC until such prohibition on operations is removed.

### 5. Freight Loss, Damage or Delay

A. CARRIER shall have the sole and exclusive control of the shipment of BEEMAC's customer from the time it is picked up by CARRIER for transportation until delivery by CARRIER to the consignee. CARRIER assumes the liability of a motor common carrier as defined in 49

C. § 11706 (Carmack Amendment liability) for any loss, damage or delay. Any claim filed by BEEMAC on behalf of its customer against CARRIER for loss, damage or delay will be subject to the regulations set forth in 49 C.F.R. Part 370. In the event CARRIER is obligated to pay BEEMAC or its customer for any claim against CARRIER or which results in a judgment against CARRIER rendered by a court of competent jurisdiction and which CARRIER fails to pay, BEEMAC may withhold from any amount due from BEEMAC to CARRIER the amount of such claim. If BEEMAC is required to enter suit against the CARRIER to recover for loss, damage or delay and BEEMAC obtains a judgment against the CARRIER, the CARRIER agrees to pay BEEMAC's reasonable attorney's fees.

B. No other limitation of liability shall apply unless specifically agreed to in writing by BEEMAC prior to CARRIER's receipt of the specific shipments to which such limitation applies, and BEEMAC's agreement to a limitation shall not be construed as a waiver of full value liability with respect to any other goods tendered to CARRIER.

C. CARRIER waives any right to salvage goods subject to this provision, as well as any right to claim an offset for the value of salvage

D. Exclusions from coverage contained in CARRIER's Cargo Insurance as required herein shall not affect CARRIER's liability for freight loss, damage, or delay.

### 6. Insurance. CARRIER shall maintain, at its expense, insurance as follows:

A. Public liability and property damage insurance ("AL") covering all owned, non-owned, and hired vehicles (including any Trailers provided by BEEMAC or its Customer as addressed below) with a reputable and financially responsible insurance company insuring CARRIER in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence, or such larger amount as required by applicable law.

B. Commercial General Liability ("CGL") Insurance covering the transportation of shipments and other operations under this Agreement in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence. Such insurance shall also cover CARRIER's contractual liability under this Agreement.

C. All Risk Broad Form Motor Truck Cargo Legal Liability ("Cargo") insurance in an amount not less than \$100,000.00 (U.S. Dollars) per occurrence. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims including, but not limited to, exclusions



## Carrier Contract

for unattended or unattached trailers, theft, commodities transported under this Agreement, refrigerator breakdown or lack of refrigerator fuel.

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

E. All insurance policies required by this Agreement shall, as applicable, be primary and shall waive subrogation and contribution against BEEMAC. CARRIER shall furnish to BEEMAC written certificates obtained from the insurance carrier showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to BEEMAC at least thirty (30) days prior to such cancellation or modification. In addition, BEEMAC shall be named as an additional insured on CARRIER's CGL and AL policies, and as a loss payee on the Cargo policy as evidenced by an endorsement on the certificates of insurance. Upon request of BEEMAC or its designated insurance consultant, CARRIER shall provide BEEMAC, BEEMAC's consultant, or Customer with copies of the applicable insurance policies.

7. **CARRIER Status.** CARRIER is an independent contractor and nothing in this Agreement shall constitute CARRIER and BEEMAC, or the shippers represented by BEEMAC, as partners, joint ventures, or otherwise associated in or with the business of the other. All persons through whom CARRIER performs services under this Agreement shall be the employees, agents or subcontractors of the CARRIER and not of BEEMAC. CARRIER assumes sole responsibility for compliance with all economic, operational, safety and any other requirements imposed by federal, state or other regulatory bodies relating to the services of CARRIER. CARRIER agrees to reimburse BEEMAC for any costs or expenses incurred by BEEMAC, including, but not limited to, the amount of fines or penalties, or costs of counsel relating thereto, arising from any assertion or finding of lack of compliance with the aforesaid laws and/or regulations applicable to the operations of CARRIER.

8. **Indemnification by CARRIER.** CARRIER agrees to defend, indemnify, save and hold harmless BEEMAC and BEEMAC's customers from and against any and all manner of penalties, fines, assessments, claims, losses, damages or judgments arising from operation of the CARRIER's vehicles or CARRIER's performance or failure to perform under this Agreement. In addition, CARRIER agrees to indemnify, save and hold harmless and defend BEEMAC and BEEMAC's customers and BEEMAC's officers, directors or employees, from and against any and all claims for loss, damage or injury, suits, actions, cause of action, legal proceedings, or other liabilities of any kind or nature brought against BEEMAC and/or BEEMAC's customers and/or BEEMAC's officers, directors or employees, arising from or in connection with loss or damage to property or injury or death to persons, including, but not limited to, employees of BEEMAC, BEEMAC's customers or CARRIER, occurring during or related to the course of CARRIER's performance of services under this Agreement.

9. **Force Majeure.** CARRIER's failure to perform its obligations hereunder shall be excused when caused by Acts of God, floods, fires, storms, strikes, lockouts, riots, insurrections, prohibitions, or other instances beyond CARRIER's control. CARRIER shall provide prompt written notice to BEEMAC and each affected consignee of any such event. CARRIER shall use reasonable efforts to remove or avoid the condition as soon as possible.



**10. Confidentiality and Non-Solicitation.** CARRIER agrees to hold confidential and to not disclose to any third party without BEEMAC's prior written consent, and then to not use such information for its own purposes beyond the services to be provided under this Agreement, any information regarding BEEMAC's customers, the business of its customers, rate schedules, shipping patterns, or any term or condition of this Agreement. BEEMAC agrees to keep CARRIER's rates confidential. The obligations of BEEMAC and CARRIER hereunder shall survive any termination or expiration of this Agreement. In addition, CARRIER agrees that it will not solicit traffic from any shipper, consignor, consignee or customer of BEEMAC where CARRIER had not previously provided transportation for such shipper, consignor, consignee or customer of BEEMAC before providing such service pursuant to this Agreement with BEEMAC. If CARRIER directly or indirectly solicits traffic from such customers of BEEMAC and obtains traffic from such customers during the term of this Agreement, or for a period of twelve (12) months after the termination of this Agreement, for whatever reason, CARRIER shall be obligated to pay BEEMAC for a period of twelve (12) months thereafter, an amount equal to fifteen (15%) percent of the transportation revenue received by CARRIER for such transportation. CARRIER agrees that it shall provide BEEMAC, upon request, with all documentation requested by BEEMAC pertaining to such transportation performed by CARRIER.

**11. Waiver of Carrier's Lien.** CARRIER shall not withhold any goods transported under this Agreement on account of any dispute as to rates or any alleged failure of BEEMAC to pay charges incurred under this Agreement. CARRIER is relying upon the general credit of BEEMAC and hereby waives and releases all liens which CARRIER might otherwise have to any goods of BEEMAC or its Customer in the possession or control of CARRIER.

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

**13. BEEMAC's Records.** To the extent allowable under Applicable Law, CARRIER hereby waives its right to obtain copies of BEEMAC's records as provided for under 49 C.F.R. Part 371. Notwithstanding the foregoing, to the extent that CARRIER obtains records set forth in 49 C.F.R. § 371.3 by any means whatsoever, CARRIER agrees to refrain from utilizing such records in negotiating for the provision of services with any third party, including



existing customers of BEEMAC. CARRIER further agrees and understands that all such records comprise BEEMAC’s confidential information and trade-secrets. Nothing in this section is intended to relieve CARRIER of any other obligations imposed upon it by this Agreement, or to limit any rights of BEEMAC to enforce such obligations.

**14. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and may not be changed, waived or modified except by written agreement signed by both parties hereto specifically stating that such writing is an amendment to this Agreement. If any part, term or provision of this Agreement is declared unlawful or unenforceable by judicial determination or otherwise, the remainder of this Agreement shall remain in full force and effect.

**15. Waivers.** CARRIER expressly waives any and all rights and remedies allowed under 49 C.§ 14101 TO THE EXTENT THAT SUCH RIGHTS AND REMEDIES CONFLICT WITH THIS Agreement. Failure of BEEMAC to insist upon any specific performance required by CARRIER under this Agreement or to exercise any right or privilege shall not be a waiver of any of BEEMAC’s rights hereunder. CARRIER further agrees to not hold shipments of the customers on account of any dispute as to rates or any alleged failure of BEEMAC to pay charges incurred under this Agreement. CARRIER is relying upon the general credit of BEEMAC and hereby waives and releases all liens which CARRIER may otherwise have to any goods of BEEMAC’s customers in the possession or control of CARRIER.

**16. Notices.** All notices or other communications required in writing may be faxed to the respective parties below and shall be followed by a copy with original signatures sent certified mail, postage prepaid, and addressed as follows:

BEEMAC LOGISTICS, LLC

CARRIER:

2747 Legionville Road

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

Ambridge, PA 15003

Address: \_\_\_\_\_

Fax No. 724-359-0108

Fax No. \_\_\_\_\_

Unless otherwise specified herein, a notice given under this Agreement shall be effective when first receive, either by fax or by mail

**17. Interpretation. Law Applicable.** This Agreement shall be construed and enforced under the laws of the Commonwealth of Pennsylvania, unless otherwise specifically provided herein, and it is mutually agreed that either BEEMAC or CARRIER may exercise any right or remedy hereunder in the Commonwealth of Pennsylvania or in the United States District Court for the Western District of Pennsylvania.

**Carrier Contract**



18. Notwithstanding anything to the contrary herein, **CARRIER** acknowledges that (1) no trust or interline arrangement is contemplated and no fiduciary or trust relationship exists between the **BROKER** and **CARRIER**, (2) **BROKER** is solely responsible for payment of fees and charges and other obligations under this **AGREEMENT** irrespective of payment by shipper and **CARRIER** agrees to look only to **BROKER** for such payment, (3) **CARRIER** shall not have any ability to direct the method or handling by **BROKER** of payments from shippers and shall not contact the shipper for any reason, including nonpayment, payment disputes, indemnity, insurance or other matters, and (4) **BROKER** shall be entitled to commingle all payments and other amounts received from shippers with its other funds.

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IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement on the date and year first written above.

BEEMAC LOGISTICS, LLC

CARRIER

Signature

Kristen Dworakowski

Printed Name

Printed Name



## Request for Certificate of Insurance



**IMPORTANT \* IMPORTANT \* IMPORTANT \* IMPORTANT**

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

To: \_\_\_\_\_  
Your Insurance Agent

From: \_\_\_\_\_  
Carrier Company Name

Dear Insurance Agent:

The above-named carrier has applied to become a broker carrier for Beemac Logistics. In order to complete their application, we must have a certificate of insurance showing Beemac Logistics as a certificate holder mailed to the following address:

Beemac Logistics  
2747 Legionville Road  
Ambridge, PA 15003

Certificates can also be sent via email to [carriermanagement@beemac.com](mailto:carriermanagement@beemac.com)

The certificate of insurance must include the following information:

1. Coverage amounts for Auto and Cargo (U.S. Funds)
  - a. Minimum of \$1,000,000 Auto Liability
  - b. Minimum of \$100,000 Cargo per occurrence
2. Provide **policy numbers**, **deductible amounts**, and indicate whether cargo coverage is **All Risk**, or **Broad Form**. Please indicate any **exclusions**, include **schedules** when referenced, and list level **of non-owned equipment coverage for trailers**, if applicable.
4. The certificate **MUST BE SIGNED** and include a **cancellation clause of 30 days**.

Insurance Agent – please fax the completed  
Certificate of Insurance to: **724-359-0108**



## Carrier Payment Policy

To our Valued Carrier Partners:

In an effort to prevent misunderstanding and delays in our payment to you, we have created the following Payment and Required Proof of Delivery Policy.

### **Standard Pay**

Beemac Logistics payment terms are **net 30 days** from the date it receives **all of the following documents**:

- 1. Your invoice – must match the signed rate confirmation exactly**
- 2. The original or a legible copy of the signed proof of delivery**

You may submit the above documents in one of the following ways:

1. Via email to: [carrier.invoice@beemac.com](mailto:carrier.invoice@beemac.com)
2. Via mail or overnight to:  
Beemac Logistics  
Attention: Accounts  
Payable 2747 Legionville  
Road Ambridge, PA 15003

### **Other Items to Note**

Beemac Logistics Pro Number on your rate confirmation **MUST** be on invoice.

All Accessorial charges must be stated in the original, signed rate confirmation or agreed to in a subsequent written and signed rate confirmation.

Unauthorized delays in the pickup or delivery of the load may be charged back to you. A minimum charge of \$100 shall apply for any appointment(s) you miss.

**You are prohibited from subcontracting any Beemac Logistics Load to any other carrier or broker.** If you do, we reserve the right to pay the delivering carrier directly and you will remain primarily liable as provided in our Broker/Carrier Agreement

Ambridge, PA

Carrier Setup Packet



# Through TriumphPay, your carriers can receive a

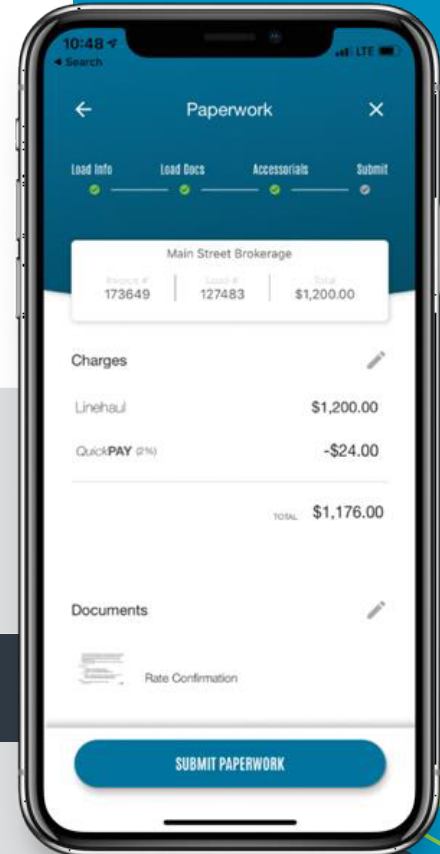
## 2.25% Next Day QuickPay

To set up their account they will need to:

1. Go to [secure.triumphpay.com](https://secure.triumphpay.com) to create their account.
2. Select **Beemac Logistics** as their broker and confirm the relationship through authentication.
3. Enable QuickPay and set up their payment method.

If your carriers require support, they can reach out to the TriumphPay Carrier Success Team by calling (866) 912-2763 or [info@triumphpay.com](mailto:info@triumphpay.com).

Carriers can also download the app by going to [triumphpaymobileapp.com](https://triumphpaymobileapp.com). From there they will need to use the phone number and email they provided to you to log in and connect. The app is available on both Apple and Android app stores.



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Questions? Direct carriers to call (866) 912-2763 or [info@triumphpay.com](mailto:info@triumphpay.com) for support.