

DELTA ADVANCED TRUCKING, INC. (DELTA)

AGREEMENT SUMMARY — QUICK REFERENCE FOR SHIPPERS

This agreement sets the basic rules for how Carrier and Customer/Broker will work together on freight moved under this relationship.

What this agreement covers:

- How loads are offered, tendered, and accepted
- Service expectations for pickup and delivery
- Required documents such as Bills of Lading, Proofs of Delivery, and other proof
- Rates, fuel surcharges, and accessorial charges
- Invoicing, payment terms, and factoring
- Insurance requirements and claims handling
- Compliance, incident reporting, and termination rights
- How disputes are resolved

What Carrier is responsible for:

- Providing safe, legal, qualified drivers and suitable equipment
- Meeting pickup and delivery commitments within scheduled windows
- Following special handling instructions and facility rules
- Providing all required proof documents on time (signed BOL, signed POD, cargo photos, seal records)
- Maintaining required insurance coverage and operating authority at all times
- Reporting incidents, cargo damage, delays, and exceptions promptly

What Customer/Broker is responsible for:

- Tendering loads with clear, complete information
- Paying complete and undisputed invoices according to agreed terms
- Providing applicable instructions, requirements, and facility rules
- Reviewing and processing claims and disputes in good faith

What can delay payment:

Payment can be delayed if the invoice packet is incomplete — including missing BOLs, PODs, photos, receipts, or other required proof documents. Settlement holds may apply until all proof requirements are satisfied.

What can trigger review or exception handling:

- Missing or incomplete proof documentation
- Cargo damage or shortages at delivery
- Delays without prior notice to Customer
- Insurance or compliance lapses
- Unapproved accessorial charges
- Claims-sensitive incidents or seal discrepancies

Important note:

This summary is provided for convenience only. The full Master Transportation Services Agreement controls if there is any conflict between this summary and the terms of the Agreement.

DELTA ADVANCED TRUCKING, INC.

MASTER TRANSPORTATION SERVICES AGREEMENT

Binding Contract Between Carrier and Customer/Broker

Document Type: Editable Template

DELTA DOCUMENT HEADER CONTROLS

DELTA Intake ID: _____	Load / Trip Number: _____	Driver ID: _____
Source Email / Source Packet Reference: _____		
Approval Status: <input type="checkbox"/> Draft <input type="checkbox"/> Pending Review <input type="checkbox"/> Approved <input type="checkbox"/> Rejected		
Owner / Reviewer: _____	Document Status: <input type="checkbox"/> Open <input type="checkbox"/> In Progress <input type="checkbox"/> Complete <input type="checkbox"/> Void	
Command Center Status: <input type="checkbox"/> Proceed <input type="checkbox"/> At Risk <input type="checkbox"/> Blocked	Document Type: <input type="checkbox"/> Editable Template <input type="checkbox"/> Generated / Autofill Output	

PARTIES TO THIS AGREEMENT

CARRIER			
Legal Name:	Delta Advanced Trucking, Inc.		
Address:	2475 Laver Rd., Mansfield, OH 44595		
MC#:	_____	DOT#:	_____
Contact Name:	_____	Phone:	_____
Email:	_____		

CUSTOMER / BROKER			
Legal Name:	_____		
Address:	_____		
MC# (if applicable):	_____	Contact Name:	_____
Phone:	_____	Email:	_____

AGREEMENT DETAILS

Effective Date:	_____	Initial Term:	_____
Auto-Renewal:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Renewal Term:	_____
Termination Notice:	_____ days written notice		

RECITALS

WHEREAS, Carrier is a motor carrier duly authorized by the Federal Motor Carrier Safety Administration ("FMCSA") to provide transportation services in interstate and/or intrastate commerce; and

WHEREAS, Customer/Broker desires to engage Carrier to transport freight on the terms and conditions set forth herein; and

WHEREAS, the Parties wish to establish the terms under which Carrier will provide transportation services for the benefit of Customer/Broker;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES

1.1 Carrier agrees to provide transportation services for the movement of freight as tendered by Customer/Broker and accepted by Carrier. The scope of services includes the safe, timely, and lawful transport of goods from designated origin points to designated destination points within the continental United States and, where applicable, cross-border shipments as mutually agreed upon.

1.2 Specific loads, routes, equipment requirements, and compensation shall be governed by individual Rate Confirmations, Service Schedules, or Load Tenders issued under this Agreement. Each accepted Rate Confirmation or Service Schedule is incorporated herein by reference and constitutes a binding supplement to this Master Agreement.

1.3 Carrier shall not subcontract, broker, or assign any load tendered under this Agreement to any third party without the prior written consent of Customer/Broker. Unauthorized re-brokering shall constitute a material breach of this Agreement.

2. INDEPENDENT CONTRACTOR RELATIONSHIP

2.1 The relationship between the Parties is that of independent contractors. Nothing in this Agreement shall be construed to create an employer-employee relationship, partnership, joint venture, or agency between Carrier and Customer/Broker. Carrier is not an employee, agent, or partner of Customer/Broker for any purpose.

2.2 Carrier shall maintain exclusive possession, control, and direction of its drivers, employees, equipment, and operations at all times. Carrier is solely responsible for the hiring, supervision, training, discipline, compensation, and termination of its employees and independent contractors.

2.3 Carrier shall be responsible for all employment-related taxes, withholdings, contributions, and benefits for its personnel, including but not limited to federal and state income taxes, Social Security, unemployment insurance, and workers' compensation.

3. TENDER ACCEPTANCE AND PERFORMANCE

3.1 Customer/Broker may tender loads to Carrier via email, Electronic Data Interchange (EDI), load board posting, Transportation Management System (TMS), or other mutually agreed-upon methods. Each tender shall specify, at minimum: origin, destination, pickup date and time, delivery date and time, equipment type required, commodity description, weight, and applicable rate.

3.2 Acceptance of a tendered load by Carrier, whether by written confirmation, electronic acceptance, verbal agreement, or dispatching of equipment, shall constitute a binding commitment to perform the transportation services as specified in the Rate Confirmation or Load Tender.

3.3 Carrier shall provide suitable, clean, safe, and roadworthy equipment appropriate for the type of freight being transported. All drivers assigned to loads under this Agreement shall be properly licensed, qualified, and in compliance with all applicable Hours of Service (HOS) regulations at the time of dispatch.

4. PICKUP AND DELIVERY COMMITMENTS

4.1 Carrier shall pick up and deliver freight within the scheduled windows as specified in the Rate Confirmation or Load Tender. Time is of the essence with respect to all pickup and delivery commitments. Carrier shall make commercially reasonable efforts to meet all scheduled appointment times.

4.2 Carrier shall promptly notify Customer/Broker of any anticipated delays, service disruptions, or inability to meet scheduled pickup or delivery times. Such notification must be provided as soon as reasonably practicable, and in no event later than two (2) hours before the scheduled appointment time.

4.3 Failure to pick up or deliver freight within the scheduled windows without prior notice may result in service penalties as specified in the applicable Rate Confirmation or Service Schedule, including but not limited to Truck Order Not Used (TONU) charges payable by Carrier, load reassignment, and reduction or forfeiture of applicable rates.

5. PROOF AND DOCUMENT OBLIGATIONS

5.1 Carrier shall provide the following documentation for each load transported under this Agreement:

- (a) A signed Bill of Lading (BOL) at the time of pickup, noting any exceptions, shortages, or visible damage;
- (b) A signed Proof of Delivery (POD) at the time of delivery, including the consignee's signature, printed name, date, and time;
- (c) Cargo photographs documenting the condition of freight at pickup and delivery, as specified in the applicable Rate Confirmation;
- (d) Seal verification records, including seal numbers applied at pickup and verified at delivery;
- (e) Any additional proof or documentation as specified in the Rate Confirmation, Service Schedule, or Special Handling Instructions Sheet.

5.2 All documentation shall be submitted to Customer/Broker within twenty-four (24) hours of delivery, unless otherwise specified. Incomplete or missing proof documentation may delay invoice processing and may trigger a settlement hold in accordance with Section 8 and DELTA workflow controls.

6. RATES AND CHARGES

6.1 Rates for transportation services shall be as set forth in the applicable Rate Confirmation, Service Schedule, or Load Tender issued under this Agreement. All rates are deemed inclusive of standard line-haul transportation, loading assistance (if standard for the equipment type), and standard equipment provision unless otherwise specified.

6.2 Fuel Surcharge Adjustment

Fuel surcharges, if applicable, shall be calculated in accordance with the fuel surcharge schedule agreed upon by the Parties and referenced in the applicable Rate Confirmation or Service Schedule. If diesel fuel prices increase or decrease materially during the term of this Agreement, the Parties agree to review and adjust the applicable fuel surcharge schedule in good faith.

For purposes of this Section, a material fuel increase or decrease means a change of more than ___% in the applicable benchmark fuel index used by the Parties over a period of ___ consecutive weeks. Unless otherwise agreed in writing, the benchmark shall be the U.S. DOE weekly retail on-highway diesel price or another mutually agreed published index.

Any approved adjustment shall apply prospectively to loads tendered after the effective date of the revised surcharge schedule, unless otherwise agreed in writing.

6.3 Carrier shall not unilaterally adjust, modify, or impose additional rates or surcharges beyond those specified in the applicable Rate Confirmation without prior written approval from Customer/Broker.

7. ACCESSORIAL CHARGES

7.1 Accessorial charges including, but not limited to, detention, layover, lumper fees, Truck Order Not Used (TONU), driver assist, inside delivery, liftgate service, and special handling shall be subject to prior written approval by Customer/Broker before such charges are incurred.

7.2 All approved accessorial charges must be documented with supporting receipts, time stamps, facility sign-in/sign-out records, or other verifiable evidence as required by Customer/Broker. Carrier shall submit accessorial documentation with the corresponding load invoice.

7.3 Unapproved accessorial charges, or approved charges submitted without adequate supporting documentation, shall not be paid and shall not be subject to dispute or collection.

8. INVOICING AND PAYMENT

8.1 Carrier shall submit invoices accompanied by complete documentation (including signed BOL, signed POD, and all required proof documents) within _____ days of delivery completion. Each invoice shall reference the applicable Rate Confirmation number, load number, and DELTA Intake ID.

8.2 Customer/Broker shall pay undisputed invoices within _____ days of receipt of complete and accurate documentation. The payment period shall not commence until all required documentation has been received in satisfactory form.

8.3 Incomplete invoices or invoices submitted without the required supporting documentation shall be returned to Carrier for correction. The return of an incomplete invoice shall not reset the payment terms; however, the payment period shall commence upon resubmission of a complete and accurate invoice package.

8.4 Customer/Broker reserves the right to offset any amounts owed by Carrier (including cargo claims, penalties, and chargebacks) against amounts payable to Carrier, upon reasonable written notice.

9. FACTORING

9.1 If Carrier utilizes a factoring company for the assignment of receivables, Carrier shall provide Customer/Broker with written notice of such arrangement, including a copy of the factoring agreement or a Notice of Assignment, prior to the submission of any invoices to the factoring company.

9.2 Payment made by Customer/Broker to Carrier's designated factoring company in accordance with a valid Notice of Assignment shall constitute full and complete payment of the invoiced amount and shall discharge Customer/Broker's payment obligation for the applicable load.

9.3 Notwithstanding any factoring arrangement, Carrier shall remain fully responsible for all obligations, warranties, and liabilities under this Agreement. Assignment of receivables does not constitute an assignment of Carrier's duties or obligations hereunder.

10. INSURANCE REQUIREMENTS

10.1 Carrier shall procure and maintain, at its sole cost and expense, the following minimum insurance coverage throughout the term of this Agreement:

(a) **Commercial Automobile Liability:** \$_____ per occurrence, covering all owned, hired, and non-owned vehicles;

(b) **Motor Cargo / Freight (All-Risk):** \$_____ per occurrence, covering loss or damage to cargo from all causes including theft, pilferage, and refrigeration breakdown (if applicable);

(c) **Commercial General Liability:** \$_____ per occurrence;

(d) **Workers' Compensation:** Statutory limits as required by the laws of all applicable states in which Carrier operates, including Employer's Liability coverage.

10.2 Carrier shall provide a Certificate of Insurance (COI) to Customer/Broker upon request and prior to the commencement of services. Carrier shall name Customer/Broker as an additional insured on the Commercial Automobile Liability and Commercial General Liability policies where required by Customer/Broker.

10.3 Carrier shall provide Customer/Broker with not less than thirty (30) days' prior written notice of any cancellation, material modification, or non-renewal of any required insurance coverage. A lapse in required insurance coverage shall constitute a material breach of this Agreement and grounds for immediate termination.

11. CARGO LIABILITY AND CLAIMS

11.1 Carrier shall be liable for the full actual value of any loss, damage, or destruction of cargo occurring while in Carrier's possession, custody, or control, from the time of pickup to the time of delivery, in accordance with the Carmack Amendment (49 U.S.C. § 14706) and applicable federal and state laws governing motor carrier liability.

11.2 Cargo claims shall be filed in writing by Customer/Broker within _____ days of the delivery date (or scheduled delivery date in the case of non-delivery). Claims shall include a description of the loss or damage, the alleged cause, and the amount claimed, together with supporting documentation.

11.3 Carrier shall acknowledge receipt of each claim in writing within thirty (30) days and shall pay, decline, or make a firm compromise settlement offer in writing within _____ days of receipt of the claim, in accordance with 49 C.F.R. Part 370.

11.4 Carrier shall not dispose of or destroy any damaged cargo without prior written authorization from Customer/Broker. Carrier shall cooperate fully in the investigation and resolution of all cargo claims.

12. INCIDENT REPORTING

12.1 Carrier shall immediately notify Customer/Broker by telephone and email upon the occurrence of any of the following events: vehicular accidents involving the load; cargo damage or suspected damage; theft, pilferage, or suspected theft; seal discrepancies or broken seals; hazardous materials incidents; regulatory stops or violations; and any other event that may affect the safe or timely delivery of freight.

12.2 A written incident report shall be submitted to Customer/Broker within twenty-four (24) hours of the incident, including a description of the event, location, time, photographs (if available), driver statement, police report number (if applicable), and any corrective actions taken.

13. COMPLIANCE WITH LAWS

13.1 Carrier shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances governing the transportation of freight, including but not limited to: Federal Motor Carrier Safety Administration (FMCSA) regulations; Department of Transportation (DOT) regulations; Hazardous Materials Transportation Act (HMTA) and associated regulations (49 C.F.R. Parts 171–180); Hours of Service (HOS) regulations; drug and alcohol testing requirements (49 C.F.R. Part 382); and Commercial Driver's License (CDL) requirements.

13.2 Carrier shall maintain active operating authority, all required permits, licenses, and registrations throughout the term of this Agreement. Loss or suspension of operating authority shall constitute a material breach and grounds for immediate termination.

13.3 Carrier shall maintain a satisfactory safety rating with the FMCSA. A conditional or unsatisfactory safety rating shall be immediately reported to Customer/Broker and may constitute grounds for termination or suspension of services.

14. FACILITY AND CUSTOMER INSTRUCTIONS

14.1 Carrier and its drivers shall comply with all facility rules, security protocols, shipping and receiving instructions, and special handling requirements communicated by Customer/Broker, shipper, consignee, or facility operator.

14.2 Special handling requirements, temperature control instructions, and facility-specific requirements shall be set forth in the applicable Rate Confirmation, Service Schedule, or Special Handling Instructions Sheet. Carrier acknowledges receipt and understanding of such instructions upon acceptance of the tendered load.

14.3 Failure to comply with facility rules or special handling instructions that results in cargo damage, service failure, or facility penalties may result in chargebacks to Carrier and shall be subject to the claims and liability provisions of this Agreement.

15. DELAYS AND FORCE MAJEURE

15.1 Neither Party shall be liable for any failure or delay in performance caused by events beyond its reasonable control, including but not limited to: acts of God; natural disasters; floods, earthquakes, hurricanes, or severe weather; war, terrorism, or civil unrest; government actions, embargoes, or sanctions; epidemics, pandemics, or quarantines; strikes or labor disputes (other than those involving the affected Party's own employees); and disruptions to critical infrastructure.

15.2 The Party affected by a force majeure event shall provide prompt written notice to the other Party, describing the nature of the event, its expected duration, and the steps being taken to mitigate its impact. The affected Party shall use commercially reasonable efforts to resume performance as promptly as practicable.

15.3 If a force majeure event continues for more than thirty (30) consecutive days, either Party may terminate the affected load or Service Schedule without liability, upon written notice to the other Party.

16. CONFIDENTIALITY

16.1 Each Party agrees to maintain the confidentiality of all non-public business information, trade secrets, proprietary data, rates, pricing structures, customer and shipper lists, operational data, and other confidential information disclosed by the other Party in connection with this Agreement (collectively, "Confidential Information").

16.2 Confidential Information shall not be disclosed to any third party or used for any purpose other than the performance of obligations under this Agreement, except as required by law, regulation, or court order. The receiving Party shall provide prompt notice to the disclosing Party prior to any compelled disclosure.

16.3 The obligations of confidentiality set forth in this Section shall survive the termination or expiration of this Agreement for a period of three (3) years.

17. RECORDS RETENTION

17.1 Both Parties shall maintain complete and accurate records of all shipments, Rate Confirmations, Bills of Lading, Proofs of Delivery, invoices, payment records, claims, correspondence, and other documentation related to this Agreement for a minimum period of _____ years from the date of the applicable transaction, or for such longer period as required by applicable federal or state law or regulation.

17.2 Each Party shall make such records available for inspection and audit by the other Party, upon reasonable written request and during normal business hours, to the extent reasonably necessary to verify compliance with the terms of this Agreement.

18. TERMINATION

18.1 Either Party may terminate this Agreement without cause upon _____ days' prior written notice to the other Party. Written notice shall be delivered by email with confirmed receipt, certified mail, or overnight courier.

18.2 Either Party may terminate this Agreement immediately upon written notice in the event of any of the following: material breach of any term or condition of this Agreement that remains uncured for fifteen (15) days after written notice; loss, suspension, or revocation of Carrier's operating authority; lapse or cancellation of any required insurance coverage; Carrier's receipt of an unsatisfactory safety rating from the FMCSA; filing for bankruptcy, insolvency, or assignment for the benefit of creditors by either Party; or commission of fraud, willful misconduct, or criminal activity by either Party in connection with this Agreement.

18.3 Termination of this Agreement shall not affect the Parties' obligations with respect to loads in transit at the time of termination. Carrier shall complete all in-transit loads in accordance with the terms of this Agreement, and Customer/Broker shall pay for all services performed prior to and through the effective date of termination.

18.4 The provisions of Sections 11 (Cargo Liability and Claims), 16 (Confidentiality), and 17 (Records Retention) shall survive the termination or expiration of this Agreement.

19. DISPUTE RESOLUTION

19.1 The Parties agree to attempt to resolve any dispute, controversy, or claim arising out of or relating to this Agreement through good-faith negotiation between authorized representatives of each Party. Written notice of the dispute shall be provided to the other Party, and the Parties shall

meet (in person or by teleconference) within fifteen (15) business days of such notice to attempt resolution.

19.2 If the dispute is not resolved through good-faith negotiation within _____ days of the initial written notice, the Parties agree to submit the dispute to the following method of resolution (select one):

Mediation — conducted by a mutually agreed-upon mediator in accordance with applicable mediation rules;

Binding Arbitration — conducted by a single arbitrator in accordance with the rules of the American Arbitration Association (AAA) or a mutually agreed-upon alternative; the arbitrator's decision shall be final and enforceable in any court of competent jurisdiction;

Litigation — in the courts specified in Section 20 (Governing Law and Venue).

19.3 Each Party shall bear its own costs and attorneys' fees in connection with any dispute resolution proceeding, unless the prevailing Party is entitled to recover such costs by applicable law or by the decision of the arbitrator or court.

20. GOVERNING LAW AND VENUE

20.1 This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflicts of law principles, except to the extent preempted by applicable federal law, including but not limited to 49 U.S.C. § 14501 and the Carmack Amendment.

20.2 Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in _____ County, _____, and each Party irrevocably consents to the personal jurisdiction and venue of such courts.

21. ORDER OF PRECEDENCE

21.1 In the event of any conflict or inconsistency between this Master Transportation Services Agreement and any Rate Confirmation, Service Schedule, Load Tender, or other supplement issued hereunder, the terms of this Master Agreement shall control and take precedence, unless the supplement explicitly states that it is intended to modify or supersede a specific provision of this Master Agreement by direct reference to the applicable section.

21.2 No terms, conditions, or provisions printed on or attached to any Bill of Lading, delivery receipt, or other shipping document issued by Carrier shall modify, supplement, or supersede the

terms of this Agreement, regardless of whether such document is signed or accepted by Customer/Broker.

22. AMENDMENTS

22.1 This Agreement may not be amended, modified, or supplemented except by a written instrument signed by authorized representatives of both Parties. No oral agreement, course of dealing, or trade usage shall modify the terms of this Agreement.

22.2 Any waiver of a breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of its right to enforce such provision in the future.

23. ELECTRONIC SIGNATURES AND COUNTERPARTS

23.1 The Parties agree that electronic signatures, including but not limited to typed names in email, digital signature platforms (e.g., DocuSign, Adobe Sign), and scanned handwritten signatures transmitted electronically, shall have the same legal force and effect as original handwritten signatures, in accordance with the Electronic Signatures in Global and National Commerce Act (E-SIGN Act, 15 U.S.C. § 7001 et seq.) and the Uniform Electronic Transactions Act (UETA).

23.2 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Documents transmitted and/or signed electronically shall be treated in all respects as having the same effect as an original signed document.

DELTA WORKFLOW CONTROLS

Existing Contract on File: <input type="checkbox"/> Yes <input type="checkbox"/> No	Additional Insured Required: <input type="checkbox"/> Yes <input type="checkbox"/> No
COI Required Before Dispatch: <input type="checkbox"/> Yes <input type="checkbox"/> No	Factoring Notice Required: <input type="checkbox"/> Yes <input type="checkbox"/> No
Proof Package Required Before Invoice Release: <input type="checkbox"/> Yes <input type="checkbox"/> No	Settlement Hold if Missing Proof: <input type="checkbox"/> Yes <input type="checkbox"/> No
Claims Escalation Contact: _____	After-Hours Operations Contact: _____
Command Center Status: <input type="checkbox"/> Proceed <input type="checkbox"/> At Risk <input type="checkbox"/> Blocked	

WHAT DOES THIS DOCUMENT TRIGGER IN DELTA?

✓	Triggered Workflow
●	Triggers contract-on-file status for all future loads under this Carrier/Customer pairing
●	Triggers insurance review and COI tracking — monitors expiration and renewal
●	Triggers factoring notice workflow if factoring arrangement is indicated in Section 9
●	Triggers claims handling framework activation per Sections 11 and 12
●	Triggers settlement hold rules enforcement per Section 5 and Section 8 proof requirements

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Master Transportation Services Agreement as of the Effective Date set forth above, by their duly authorized representatives.

CARRIER: Delta Advanced Trucking, Inc.	
	Date:
Authorized Signature	
Joseph Blanton, VP, HR Vernon Wilson, CFO	Printed Name and Title

CUSTOMER / BROKER:	
	Date:
Authorized Signature	
Printed Name and Title	

Delta Advanced Trucking, Inc. (DELTA) — Master Transportation Services Agreement

This document is a template and does not constitute legal advice. Consult with qualified legal counsel before execution.