

INFORME FINAL PRACTICAS EMPRESARIALES EN LA EMPRESA TRADEX USA  
LOGISTICS



DIANA MARCELA DIAZ MEZA



UNIVERSIDAD SANTO TOMAS  
NEGOCIOS INTERNACIONALES  
VILLAVICENCIO

2018

INFORME FINAL PRACTICAS EMPRESARIALES EN LA EMPRESA TRADEX USA  
LOGISTICS

DIANA MARCELA DIAZ MEZA

Informe de práctica presentado como requisito para optar al título de profesional en Negocios  
Internacionales

Tutor

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UNIVERSIDAD SANTO TOMAS  
NEGOCIOS INTERNACIONALES  
VILLAVICENCIO

2018

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**Nota de aceptación**

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Jurado

Villavicencio, Noviembre de 2018.

## **Agradecimientos**

Agradezco primeramente a Dios por darme la fortaleza suficiente para enfrentar diferentes retos y por llenarme de sabiduría para lograr superarlos.

A mis padres por enseñarme el esfuerzo para lograr lo que nos proponemos. Especialmente a mi madre por ser un gran ejemplo de perseverancia y apoyarme en todas las situaciones difíciles que se presentaron en mi carrera universitaria.

A la empresa Tradex Usa Logistics, por brindarme la oportunidad de formar parte de su equipo de trabajo y tener la paciencia y conocimiento para guiarme durante todo el proceso.

Finalmente, a la Universidad Santo Tomás por ser mi alma máter y educar integralmente a sus estudiantes.

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## Glosario de términos

**Broker:** Persona que, por oficio, actúa como intermediaria en operaciones de todo tipo, en este caso operaciones logística, es quien conecta a el cliente con los carrier que realizaran la carga.

**Dispatcher:** Una persona que es responsable de enviar personas o vehículos a donde se los necesita, especialmente los vehículos de emergencia:

**Bill of lading:** Es un documento que sirve como evidencia del contrato de transporte entre el expedidor y la naviera. Es emitido por la naviera o su agente y en él se hace constar que se ha recibido la mercancía para ser transportada al puerto de destino a bordo del buque indicado, y bajo las condiciones acordadas entre el vendedor y el comprador de la mercancía.

**Despacho:** Cumplimiento de las formalidades aduaneras necesarias para nacionalizar las mercancías importadas, someterlas a otro régimen aduanero, o también para exportarlas.

**Flete:** Es el precio que cobra el transportista al usuario por la presentación del servicio de transporte.

**W9:** El formulario W-9 se usa en el sistema de impuestos sobre la renta de los Estados Unidos por un tercero que debe presentar una declaración de información con el Servicio de Impuestos Internos.

## Resumen

El presente documento es una reconstrucción descriptiva de la práctica empresarial que se llevó a cabo en la empresa Tradex Usa Logistics en la ciudad de Bogotá, dedicada al transporte de mercancías a nivel nacional e internacional entre Estados Unidos, Canadá y Europa; el cual fue totalmente beneficioso, donde me desempeñe como operadora logística, el enfoque elegido para las actividades fue el área de logística. Se recibió inducción durante 15 días sobre como contactar nuevos clientes, realizarles un seguimiento riguroso, buscar un nicho de mercado, lograr un acuerdo entre cliente y transportador donde se obtuviera una ganancia notable, utilización de plataformas para realización de órdenes, despachos y cobros y luego de cuatro meses de practica la oportunidad de encargarme de otras funciones las cuales fueron la actualización y manejo de la plataforma principal para la empresa “TMS” en la cual se realizan todas las cargas de los operadores logísticos y además de esto se lleva el registro de los documentos de entrega los cuales son sumamente importante para la facturación de cada una de las cargas.

**Palabras claves:** Transporte de mercancía, Despacho, Cobro, Operador logístico, Facturación.

### **Abstract**

This document is a descriptive reconstruction of my internship in the company Tradex Usa Logistics in the city of Bogotá, the national and international transportation industry between the United States, Canada and Europe; Which was totally beneficial, where I worker as a logistic operation (Broker), the approach chosen for activities in the logistic area. I received an induction for 15 days on how to contact new clients, make follow up, search a new market niche, make an agreement between a client and a carrier, get a significant profit from the load, use of the networks for the fulfillment of the orders and dispatches. After four months of internship, I have the opportunity to handle all the platform of the company called TMS, in which all the loads of the operator are proceed and in addition to this the record of the delivery documents is kept.

**Keywords:** Trucking, Dispatch, Collection, Broker, Billing

## Introducción

En el transcurso de la práctica que se llevó a cabo en la empresa TRADEX USA LOGISTICS dedicada a facilitar operaciones logísticas en Estados Unidos y Canadá, la intermediación de transporte de carga a diferentes clientes. La practica se desarrollo en la ciudad de Bogotá en donde se recibió la inducción de como poder conseguir clientes de diferentes tipos de bienes, manejo de situaciones bajo presión, realización de ordenes en la plataforma virtual, seguimiento de las cargas y entrega de documentos para su respectiva facturación. En las primeras semanas es bastante difícil comenzar a encontrar posibles clientes, ya que solo manejamos el mercado de Estados Unidos, el cual tiene una competencia notable, además de esto las personas encargadas del departamento de envíos o logístico de las empresas siempre esta bastante prevenidos frente a agentes logísticos, debido a que reciben bastante llamadas diarias ofreciendo el mismo servicio y en ocasiones la empresa tiene su propia compañía de camiones o ya tiene sus intermediarios de confianza razón por la cual es un poco difícil lograr conseguir un cliente seguro. Además de esto cuando se tiene un cliente y se logra confirmar un movimiento de carga, encontrar un Carrier quien es el encargado de recoger y mover la carga desde su origen a destino también es un desafío, debido a que en ocasiones los precios del cliente no son viables para los Carrier y además es esto se debe generar con este mismo precio la ganancia para la empresa.

Fueron parte importante de la practica el apoyo constante de mis compañeros y superiores en cada una de las situaciones que se presentaron, para poder superarlas de manera idónea y satisfactoria para la realización de diferentes cargas a lo largo de mi proceso de aprendizaje.

## **1. Justificación**

La práctica profesional forma parte del plan de estudios del programa de Negocios Internacionales de la universidad Santo Tomas de Villavencio como una alternativa para realizar su opción de grado. El objetivo principal de llevar a cabo unas prácticas empresariales es poder generar un intercambio de conocimientos y experiencias entre la empresa y el practicante, con el fin de incentivar la formación de profesionales íntegros y comprometidos con el desarrollo en las organizaciones.

Por los argumentos anteriormente mencionados se considera pertinente y de gran importancia llevar acabo las prácticas empresariales como opción de grado, debido a que a través de ella se llega a conocer la realidad empresarial y puede tener la oportunidad el estudiante de adquirir una primera experiencia laboral en un ámbito de trabajo complementando los conocimientos adquiridos durante el proceso de formación, además de facilitar el desarrollo de habilidades de comunicación, toma de decisiones y manejo de situaciones propias del ambiente laboral.

## **2. Objetivos**

### **2.1 Objetivo general**

Lograr aplicar en la realidad empresarial los conocimientos, habilidades y destrezas aprendidas a lo largo de la formación profesional, y además aumentar conocimientos con las situaciones vividas en el ambiente laboral.

Desarrollar habilidades que fortalezcan la formación profesional en el ámbito de los negocios internacionales.

### **2.2 Objetivos específicos de la práctica**

- Poner en práctica los conocimientos adquiridos en la formación profesional.
- Desarrollar la capacidad para trabajar en equipo de manera eficiente.
- Adquirir nuevos conocimientos sobre logística y distribución internacional.
- Conocer la estructura organizacional y línea de mandos de una empresa.
- Comprender la importancia del área logística en el desarrollo de los negocios internacionales y su potencial de mercado.
- Potenciar las capacidades comerciales al desarrollar actividades propias de un agente logístico internacional.
- Utilizar adecuadamente las tecnologías disponibles.

### **3 perfil de la empresa**

#### **3.1 Empresa: Tradex Usa Logistics**

#### **3.2 Ubicación:**

**Sede Bogotá Colombia** - Sector Cedritos Calle 147 #17-78 Edificio Soko oficina 702 **Sede Miami:**  
1563 NW 82ND AVE Doral FL 33126

#### **3.3 Perfil de la empresa**

Con 20 años de experiencia, Tradex Usa Logistics LLC, se especializa en el manejo del transporte y logística brindando a sus clientes costos efectivos y rápidas soluciones en el transporte de sus bienes a través de los 48 estados de Estados Unidos, Canadá y Europa.

No solo brinda servicios de camiones (Refrigerados, Camabajas) sino que también tiene una larga experiencia en el transporte aéreo y marítimo trabajando con socios estratégicos que garanticen 24/7 el despacho y entrega de los bienes en el tiempo y condiciones necesarias. (LOGISTICS, 2018)

#### **3.4 Misión**

Superar las expectativas de nuestros Clientes en todos los niveles, generando y buscando una relación a largo plazo, con un compromiso continuo y una excelente calidad humana que nos permita lograr un elevado nivel de eficiencia y fiabilidad sin olvidar nunca que nuestra razón de ser es generar valor a nuestros Clientes.

### **3.5 Visión**

Queremos ser el operador logístico líder, capaz de ofrecer servicios flexibles y ajustados a los requerimientos de nuestros Clientes, para poder almacenar y trasportar desde un sobre de documentos hasta un contenedor de mercancías a cualquier lugar del mundo y con una vocación de trabajo a largo plazo.

### **3.6 Valores**

- Altos estándares éticos.
- Preservar la confianza de sus clientes.
- Mantener una perspectiva independiente.
- Construir relaciones duraderas con nuestros clientes.

### **3.7 Portafolio de servicios**

- Car hauled
- Truckloads
- Reefer freights
- LTL
- Cold storage
- Tracking
- 24/7 hours dispatch
- Air freight
- Ocean freight

### **3.8 Cargo**

El cargo asignado en la empresa Tradex Usa Logistics es el de operador logístico como primera instancia, cuya labor es la búsqueda de clientes potenciales los cuales necesiten ayuda en el transporte de sus bienes desde un lugar a otro, y brindarles ese transporte necesario de manera

confiable y efectiva. También tuve la función en atención al cliente desde el primer día, la cual era responder cualquier tipo de llamada que entrara en la empresa. Después de cuatro meses de práctica se me confiere el trabajo del manejo y actualización de la plataforma en donde se lleva la contabilidad y despacho de todas las cargas realizadas llamado TMS, en ella se digita toda la información de las cargas que realiza la empresa (Cliente, Carrier, finanzas, paradas de carga y descarga), fue un cargo creado y manejado por mi en primera instancia para tenerlo ordenado en gran manera para poder hacer mas efectivo el trabajo del equipo de contabilidad a la hora de facturar las cargas para poder cobrar a los clientes y cancelarle el trabajo a los carriers de manera oportuna.

### 3.9 Organigrama Estructural

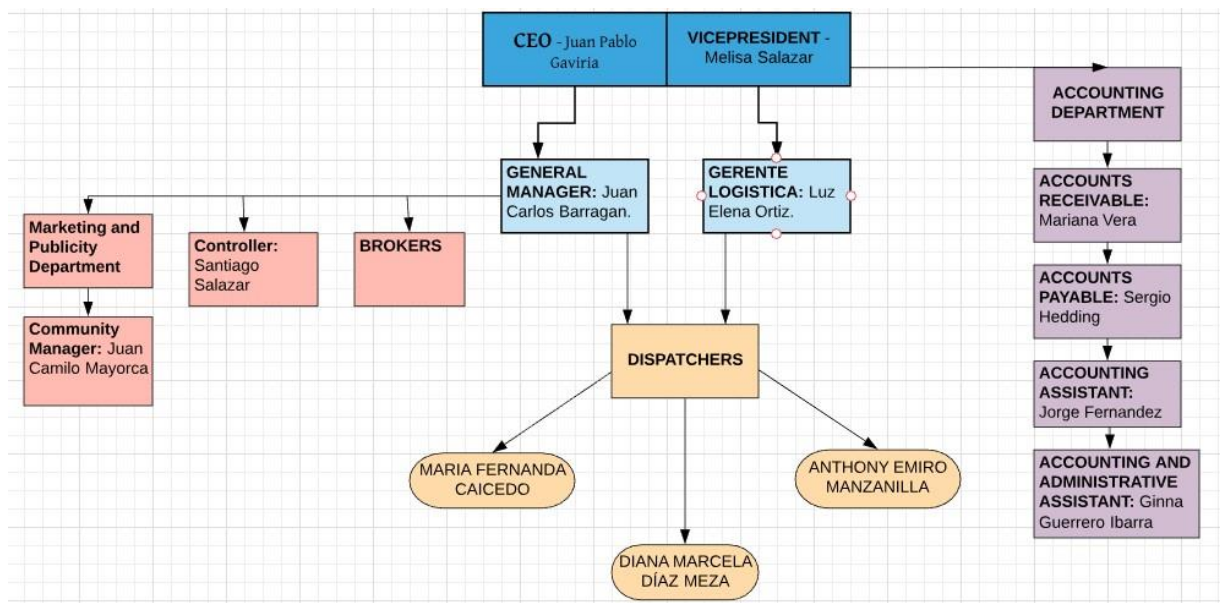


Ilustración 1. Organigrama Estructural Elaborado por: Diana Marcela Díaz Meza 2019

### 3.10 Otras funciones

- Búsqueda de clientes potenciales para brindarles los servicios de transporte.
- Generar tarifas de importaciones y exportaciones a diferentes clientes para su ruta requerida.
- Realización de movimientos de transporte a nivel nacional e internacional.
- Coordinar con los clientes las fechas de salida y entrega de sus mercancías a destino.

- Mantener contacto permanente con los clientes sobre el movimiento de sus mercancías para así evitar inconvenientes.
- Verificar que la documentación entregada en la salida y entrega de la mercancía sea legítima y correcta para evitar inconvenientes.
- Actualización de la plataforma TMS.
- Pedir los documentos de entrega de las cargas (POD) para así poder proceder a sus respectivos cobros.

### **3.11 Clientela**

Tradex Usa Logistics cuenta con una importante cartera de clientes que le ha permitido posicionarme como una de las empresas de gran preeminencia a nivel internacional en cuanto a todos los servicios que brinda. Clientes como Chestnut Hill, Fyffes, Global holdings and development y Alsum farms son algunas de las empresas más grandes con las que la empresa tiene convenio.

#### **4 aportes del estudiante a la empresa**

La creación de un nuevo nicho de mercado, se realizó una investigación rigurosa sobre nuevos sectores productivos a los que la empresa pudiera tener alcance satisfactorio, ya que desde hace más de 10 años Tradex Usa Logistics se especializa en el transporte de productos únicamente perecederos (papas, cebollas, piñas, sandías) razón por la cual decidí estudiar otros sectores como la producción de madera, plástico y metal. Esta investigación resulto bastante satisfactoria ya que el mercado del plástico es absolutamente gigantesco, además de ser un producto no perecedero lo que significa que puede producirse y transportarse todo el año, es una ventaja importante. Pude generar contacto importante y significativo con varias empresas de plástico, las cuales tienen grandes necesidades de transporte de su mercancía a gran escala, esta relación con nuevos clientes genero gran provecho a la empresa, ya que genero nuevos clientes a los cuales transportar su mercancía y ganancias a la empresa.

En segundo lugar, el cargo que estoy desempeñando en este momento fue creado de manera que yo pudiera brindar a la empresa mayor organización en el cobro y facturación de las cargas realizadas, para así tener un flujo de dinero eficiente.

##### **4.1 Aportes de la empresa al estudiante**

- Resolución de problemas laborales de forma conjunta.
- La entrega de responsabilidades me permitió desarrollar autonomía y confianza hacia mis capacidades.
- El contacto directo con los clientes y transportadores en el idioma inglés, permitió afianzar mis conocimientos de una manera notable.

## **Conclusiones y recomendaciones**

Mi experiencia como practicante en la empresa Tradex Usa Logistics fue totalmente satisfactoria, ya que, gracias a la labor realizada, pude ser parte de un ámbito demasiado dinámico y multicultural del sector logístico, además pude contribuir con el transporte de diversas mercancías.

Sin alguna duda, la práctica empresarial es una excelente decisión para optar por el título profesional debido a que la experiencia obtenida, es un plus a nivel laboral ante los otros profesionales, a través de esta experiencia se refuerzan y además se aprenden nuevos conocimientos durante la etapa profesional.

Como un tipo de recomendación, agregaría que el acompañamiento de la universidad debería ser más cercano, puesto que el único contacto durante los 6 meses fue solo los primeros días para tener conocimiento de donde y cuando se empezarían las prácticas empresariales, y al final del proceso para la presentación y sustentación de las mismas, Además debería ser necesario el estudio de estrategias informáticas para el manejo eficiente de información importante, y practica en programas básicos como Excel el cual es supremamente necesario.

A los estudiantes, ser cuidadosos al momento de elegir la empresa en la cual realizaran su proceso de practicas profesionales, y al ingresar en ella poner todo su entusiasmo y atención posible para destacarse como un valioso instrumento en la empresa.

Por último, solo quiero expresar mi más profundo agradecimiento a la empresa Tradex Usa Logistic LLC por permitirme desenvolver por primera vez en un ámbito laboral referente a mi estudio, adquiriendo conocimiento sumamente enriquecedor a nivel laboral y personal, y a la Universidad Santo Tomas de Villavicencio por brindar a los estudiantes la práctica empresarial como opción de grado.

### **Referencias bibliográficas**

Tradex USA Logistics (1 de 12 de 2018). *Información general de la empresa*. Obtenido de <https://tradexusalogistics.com/about-tradexusa/>

## Anexos

*Anexo 1. Customer package: Documento utilizado por la empresa destinado a los potenciales clientes, como garantía de conocimiento de nuestros servicios e información para poder estar en nuestro sistema.*

Logistics and Transportación Services



### CORPORATE INFORMATION

#### Who We Are:

Tradex USA Logistics INC. Is an American company dedicated to provide transportation and logistics solutions inside the United States, Mexico, Canada and the European Union. We focus in offering complete Transportation and Logistics services worldwide, providing Support 24/7 with efficient highly prepared and experienced professionals.

#### What We Do:

- ❖ Ground Transportation.
- ❖ Ocean Freight
- ❖ Air Freight
- ❖ Warehousing
- ❖ Storage
- ❖ Cross Dock
- ❖ Cold Storage

#### Tradex USA Logistics INC Company Info:

FED ID #: 46-4520452  
SCAC: TXUL  
MC#: 032076  
DUNS#: 015113532  
BANK: Bank Of America 898092429937  
TRADEX CONTAC: 305 609 8292  
TRADEX CONTAC: 561 370 8011  
DATE OF INCORPORATION JAN/2014

Tradex USA Logistics LLC  
1563 NW 82 AV DORAL FL 33126  
561-923-8181 / FAX 561-228-0831 / orders@tradexusalogistics.com  
[www.tradexusalogistics.com](http://www.tradexusalogistics.com)

"In God We Trust"

*Anexo 2. Customer SET- UP FORM*



**NEW CUSTOMER SET-UP FORM**

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

Phone # : \_\_\_\_\_ Fax # \_\_\_\_\_

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

City / State / Zip \_\_\_\_\_

Bill to Address: \_\_\_\_\_

City / State / Zip : \_\_\_\_\_

President / Owner : \_\_\_\_\_

Date of incorporation: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_

DUNS# \_\_\_\_\_

3

**ACCOUNTING INFORMACION**

\*A/P Contact: \_\_\_\_\_ A/P Phone # \_\_\_\_\_

\*Credit Limit Requested \$ \_\_\_\_\_ Required Paperwork: \_\_\_\_\_

\*E mail Billing: \_\_\_\_\_

**BANKING INFORMATION**

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

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

Bank Phone #: \_\_\_\_\_ Account # \_\_\_\_\_

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

Please note that all invoices from Tradex USA Logistics Inc. are due within 30 days from invoice date. Past due invoice may be subject to applicable interest charges. In the event that this account is turned over for collections, Tradex USA Logistics is entitled to costs associated with collections, including, but not, limited to attorney fees.

All payments must be mailed to the following address: 1563 NW 82 Avenue, Doral FL 33126

Tradex USA Logistics LLC  
 1563 NW 82 AV DORAL FL 33126  
 561-923-8181 / FAX 561-228-0831 / orders@tradexusalogistics.com  
[www.tradexusalogistics.com](http://www.tradexusalogistics.com)

Anexo 3.LICENSE

Logistics and Transportaci3n Services



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

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

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

**SERVICE DATE**  
**June 30, 2017**

**LICENSE**

**MC-32076-B**

U.S. DOT No. 3016643  
TRADEX USA LOGISTICS LLC  
DORAL, FL

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.

Jeffrey L. Secrist, Chief  
Information Technology Operations Division

BPO

Tradex USA Logistics LLC  
1563 NW 82 AV DORAL FL 33126  
561-923-8181 / FAX 561-228-0831 / orders@tradexusalogistics.com  
[www.tradexusalogistics.com](http://www.tradexusalogistics.com)

"In God We Trust"

*Anexo 4. FORM BMC-85*

Logistics and Transportaci3n Services



FORM BMC-85 Revised 03/11/2014

OMB No.: 2126-0017

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



**Broker's or Freight Forwarder's Trust Fund Agreement under 49 U.S.C. 13906  
or Notice of Cancellation of the Agreement**

## FORM BMC-85

Filer FMCSA Account Number: 22512

License No. MC-032076

KNOW ALL MEN BY THESE PRESENTS, that we, Tradex USA Logistics LLC of 1562 NW 82nd Ave Miami, FL 33126 as TRUSTOR (hereinafter called Trustor), and Pacific Financial Association a financial institution created and existing under the laws of the State of California as TRUSTEE (hereinafter called Trustee), hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Trustor is or intends to become either a Broker or a Freight Forwarder pursuant to the provisions of the Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA) relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a Trust Fund Agreement as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefor, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by the Trustor as either a licensed Broker or a licensed Freight Forwarder of Transportation by motor vehicle with 49 U.S.C 13906(b), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers or shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Trustor may be legally liable for any of the damages herein described.

NOW, THEREFORE, the trustor and trustee, to accomplish the above, agree as follows:

- Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
- Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
- The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor; and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
- Trustee acknowledges the receipt of the sum of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, to be held in trust under the terms and conditions set forth herein.
- Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
- Trustee shall pay, up to a limit of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trust or while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.
- In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders, Trustor shall, within thirty (30) days, replenish the trust fund up to Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders.
- Trustee shall immediately give written notice to the FMCSA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.
- This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FMCSA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, DC office. The Trustee and/or Trustor specifically agrees to file such written

Tradex USA Logistics LLC  
1563 NW 82 AV DORAL FL 33126  
561-923-8181 / FAX 561-228-0831 / orders@tradexusalogistics.com  
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notice of cancellation.

10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.

11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.

12. This agreement shall be governed by the laws in the State of Arizona, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 19th day of June, 2017, 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

Trustee shall not be liable for payments of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of this Agreement, as herein provided, but such cancellation shall not affect the liability of the Trustee for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 20th day of June, 2017.

TRUSTOR	TRUSTEE
Tradex USA Logistics LLC COMPANY NAME	Pacific Financial Association Inc. COMPANY NAME
1562 NW 82nd Ave. Miami STREET ADDRESS CITY	12707 High Bluff Dr. Ste. 200 San Diego STREET ADDRESS CITY
FL. 33126. 561 923-8181 STATE ZIP PHONE	CA 92130 (800) 595-2615 STATE ZIP PHONE
Juan Gaviria, Member (type or print Principal officer's name and title) DocuSigned by: <u>Juan Gaviria</u> (Principal officer's signature)	Daniel J. Larson, CEO (type or print Principal officer's name and title) DocuSigned by: <u>[Signature]</u> (Principal officer's signature)
Pedro Valdes (type or print Witness' name) DocuSigned by: <u>[Signature]</u> (Witness' signature)	Amanda Dietlin (type or print Witness' name) DocuSigned by: <u>Amanda Dietlin</u> (Witness' signature)
<p><b>NOTICE OF CANCELATION</b> This is to advise that the above Trust Fund Agreement executed on the ___ day of ___, ___ is hereby canceled as security in compliance with the FMCSA security requirements under 49 U.S.C. 13906(b) and 49 CFR 387.307, effective as of the ___ day of ___, 12:01 a.m. standard time at the address of the trustor, provided such notice is not less than thirty (30) days after the actual receipt of this notice by the FMCSA.</p> <p>Date Signed _____ Signature of Authorized Representative of Trustee or Trustor _____</p>	<p>Only financial institutions as defined under 49 CFR 387.307(c) may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them.</p>

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Anexo 5.W9

Logistics and Transportaci3n Services



Form **W-9**  
 (Rev. December 2014)  
 Department of the Treasury  
 Internal Revenue Service

**Request for Taxpayer  
 Identification Number and Certification**

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**TRADEX USA LOGISTICS LLC**

2 Business name/disregarded entity name, if different from above  
**TRADEX USA LOGISTICS**

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Limited liability company. Enter the tax classification (C=S corporation, S=S corporation, P=partnership) **C**  
 Other (see instructions) ▶  
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 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) \_\_\_\_\_  
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)  
**1563 NW 82 AVENUE**

6 City, state, and ZIP code  
**DORAL, FL 33126**

7 List account number(s) here (optional)

Requestor's name and address (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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**

--	--	--	--	--	--	--	--	--	--

OR

**Employer identification number**

4	6	-	4	5	2	0	4	5	2
---	---	---	---	---	---	---	---	---	---

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

---

**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 on page 3.

**Sign Here**      Signature of U.S. person ▶      Date ▶

---

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

**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-INT (interest earned or paid)
- 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?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X      Form **W-9** (Rev. 12-2014)

Tradex USA Logistics LLC  
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*Anexo 6. National Motor Freight Traffic Association*

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June 26, 2017

JUAN GAVIRIA  
TRADEX USA LOGISTICS LLC  
1563 NW 82ND AVE  
DORAL, FL 33126

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

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

TRADEX USA LOGISTICS LLC  
1563 NW 82ND AVE  
DORAL, FL 33126  
MC-0032076  
US DOT- 3016643

This Alpha Code will apply only to the company name shown above through June 30, 2018. **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 or address change, please notify the National Motor Freight Association, Inc. at the address below. *If you participate in the Customs & Border Protection (CBP) ACE program and you have any issue with ACE and your SCAC, please contact CBP at the following address:*

Customs and Border Protection  
Attention: SCAC Beauregard, Cube C-231-1  
1801 N. Beauregard Street  
Alexandria, VA 20598-1350  
**AMS.SCAC@DHS.GOV**

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

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Anexo 7. Liability Insurance



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
07/25/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Triumph Insurance Group, Inc. db in CA as Triumph Risk and Insurance Solutions 12700 Park Central Dr, stel700 Dallas TX 75251		<b>CONTACT NAME:</b> Triumph Insurance Group <b>PHONE (A/C, No, Ext):</b> (800) 411-7542 <b>FAX (A/C, No):</b> (214) 217-4541 <b>E-MAIL ADDRESS:</b> certs@triumphinsurance.com	
<b>INSURED</b> Tradex USA Logistics LLC 1563 NW 82nd Ave Doral FL 33126		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: The Travelers Companies Inc INSURER B: Lloyds of London CNA INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES** **CERTIFICATE NUMBER: 2018/2019** **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Freight Broker GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CV180636-361	07/06/2018	07/06/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Freight Broker <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CV180636-361	07/06/2018	07/06/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			CV180636-361	07/06/2018	07/06/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Freight Broker Cargo Legal Liability			CV180636-361	07/06/2018	07/06/2019	Single Conveyance/\$300,000 <b>Deduct/5,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**FREIGHT BROKER**

<b>CERTIFICATE HOLDER</b> jcarlos@tradexusalogistics.co TRADEX USA LOGISTICS 1563 NW 82ND AVE DORAL, FL 33126	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Mess Peterson/CH
---	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 4/14/2018
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.				
<b>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</b>				
PRODUCER SUNZ Insurance Solutions, LLC. ID: (Cornerstone) c/o Cornerstone Capital Group, Inc. 10 Willow Road, Building 3, Suite 151 Maple Shade, NJ 08052		CONTACT NAME: Jessi Crumb PHONE (A/C, No, Ext): 870-376-2871 FAX (A/C, No): EMAIL: coi.requests@cornerstonepeo.com ADDRESS:		
INSURED Cornerstone Capital Group, Inc. 10 Willow Road, Building 3 Suite 151 Maple Shade NJ 08052		INSURER(S) AFFORDING COVERAGE INSURER A : SUNZ Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :		NAIC # 34762

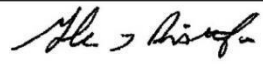
COVERAGES CERTIFICATE NUMBER: 41357705 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A	WC005-00001-018 WCPEO000036202	1/1/2018 1/1/2017	1/1/2019 1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: TRADEX USA LOGISTICS LLC  
 Client Effective: 4/13/2018

<b>CERTIFICATE HOLDER</b> 4790 TRADEX USA LOGISTICS LLC 1563 NW 82ND AVE DORAL FL 33126	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Glen J Distefano
---	---

*Anexo 8. Carrier Package: Documento utilizado para tener conocimiento de los carriers que realizaran las cargas que tenemos disponibles y revisar toda su información (permiso y seguros de transporte).*



TRADEX USA LOGISTICS  
TRANSPORTATION AND LOGISTICS SERVICES

Tradex USA Logistics  
MC#32076B

### Transportation Brokerage Agreement

1

This AGREEMENT is entered into on the date specified via an online portal, MyCarrierPackets.com, evidenced by the Signed Agreement Affidavit between the carrier named on the Signed Agreement Affidavit ("CARRIER") and Tradex USA Logistics ("Broker"), a Registered Property Broker, Lic. No. MC032076; collectively, the "Parties". ("Registered" means operated under authority issued by the Federal Motor Carrier Safety

This Agreement shall govern the services provided by \_\_\_\_\_, a licensed and authorized motor carrier pursuant to USDOT# \_\_\_\_\_ & Docket No. MC# \_\_\_\_\_ and Tradex USA Logistics LLC, (hereinafter referred to as "Broker"), a licensed property broker pursuant to Docket No. MC#32076B. Broker and Carrier agree that notwithstanding other provisions, carriage documents or regulation to the contrary, this Agreement shall govern Carrier's performance and obligations pertaining to transportation services for freight tendered to Carrier hereunder.

1. **Broker Status.** Broker is a freight broker which arranges for third party motor carriers to provide cargo transportation for its customers, in accordance with its role as legally defined under 49 U.S.C. § 13102 Definitions (2), 49 C.F.R. §371.2 and 49 U.S.C. § 14501(c)(1).

1.1 **Carrier Status, Rights and Responsibility.** Carrier will perform its Transportation Services for Broker and its Customers as an independent contractor and will not for any purpose be the agent of Broker or Broker's Customers. Carrier has exclusive control and direction of the work Carrier performs pursuant to this Agreement. Carrier will not contract or take other action in Broker's name without Broker's prior written consent.

Carrier agrees to assume full responsibility for the payment of all local, state, federal and intra-provincial payroll taxes, and contributions or taxes for unemployment insurance, worker's compensation insurance, pensions, and other social security or related protection with respect to the persons engaged by Carrier for Carrier's performance of the transportation and related services, and Carrier shall indemnify, defend and hold Broker, and its Customer harmless there from. Carrier

Initial \_\_\_\_\_

[Tradexusalogistics.com](http://Tradexusalogistics.com)

Fax 5612280831

Please send the POD'S to [invoice@tradexusalogistics.com](mailto:invoice@tradexusalogistics.com) (Rate confirmation, BOL and invoice)

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TRADEX USA LOGISTICS  
TRANSPORTATION AND LOGISTICS SERVICES

shall provide Broker, with Carrier's Federal Tax ID number and a copy of Carrier's IRS Form W-9 prior to commencing any transportation or related services for Broker, under this Agreement.

1.2. **No Right to Lien or Delay Release of Cargo or Equipment.** Carrier will not assert any lien or make any claim on any cargo or equipment, and no lien will attach against Broker, its Customers or any cargo or equipment, for failure of Broker, the Customer or any other third party to pay Carrier for charges due to Carrier.

1.3. **Waiver of Rights.** Carrier shall, notwithstanding any other terms of this Agreement, expressly waive all rights and remedies under Title 49 U.S.C., Subtitle IV, Part B to the extent they conflict with this Agreement.

1.4 **Sub-Contract Prohibition.** Carrier expressly agrees that all freight tendered to it by Broker shall be transported on equipment operated only under the authority of Carrier, and that Carrier shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the 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. In addition to the indemnity obligation reflected in this agreement the Carrier will be liable for consequential damages for violation of this clause of the agreement.

1.5 **Authorities and Licenses; Compliance with Laws.** Carrier warrants that it will provide physical transportation of shipments as a fully qualified motor carrier that holds all required federal and state operating authorities. If Carrier's safety rating changes at any time during this Contract's term or if Carrier is sold, merges or dissolves or experiences a change in control of ownership, Carrier will notify Broker immediately (within 24 hours). Carrier will comply with applicable federal, state and/or local laws and regulations (including obtaining all permits and licenses), and any representations or contractual clauses required thereby will be incorporated herein by reference or by operation of law.

Initial \_\_\_\_\_

[Tradexusalogistics.com](http://Tradexusalogistics.com)

Fax 5612280831

Please send the POD'S to [invoice@tradexusalogistics.com](mailto:invoice@tradexusalogistics.com) (Rate confirmation, BOL and invoice)

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2. **Booking Confirmation.** Carrier shall transport shipments arranged by Broker pursuant to carrier load or Booking confirmation sheet(s) included herewith or subsequently incorporated by reference (See Schedule A annexed hereto).

49 C.F.R § 387.7 and 387.9 (or successor regulations thereto) and statutory required Commercial

3. **Compensation.** Broker shall pay Carrier for services rendered in an amount equal to the rates and accessorial charges agreed to on the Broker/Carrier Rate Confirmation Sheet or other signed writing. Carrier must submit proof of delivery with invoices to Broker asap recondition of payment for services hereunder. Payment terms shall be thirty (30) days from receipt of necessary supporting documentation, you have to send physical documents to the address 1563 NW 82ND AVE Doral FL 33126 to be paid.

Comcheck or Efs \$25.00 USD fee / Comcheck or Efs after hours Additional \$35.00 fee, Regular Check (no fee ), Check per certificated mail USPS \$10.00 Fee, ACH \$25.00, Wire transfer \$50.00

3.1 **Payment of Invoices.** 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 other parties, to include the shipper or consignee. For quick pay you must have at least done 5 loads with us to approve the quick pay. If you need to request payment status please send at least 3 e-mails to : ap@tradexusalogistics.com

4. **Insurance.** Carrier agrees to provide any insurance coverage's required by any government body for the types of transportation and related services specified in load confirmation communications received from Broker. All insurance required by this Agreement must be written by an insurance company having a Best's rating of "B+" VII or better and must be authorized to do business under the laws of the state(s) or province(s) in which Carrier provides the transportation and related services as specified in load confirmation communications received from Broker. Carrier's insurance shall be primary and required to respond and pay prior to any other available coverage. Carrier agrees that Carrier, Carrier's insurer(s), and anyone claiming by, through or under Carrier shall have no claim, right of action, or right of subrogation against Broker, its affiliates, or its Customer based on any loss or liability insured under the insurance

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stipulated herein. Carrier represents and warrants that it will continuously fulfill the requirements of this Section throughout the duration of this Agreement. Broker shall be notified in writing by Carrier's insurance company at least thirty

(30) days prior to the cancellation, change or non-renewal of the submitted insurance policies. Carrier shall at all times during the term of this agreement have and maintain in full force and effect, at its expense, (i) Motor Truck Cargo insurance or a superior equivalent, with limits for the full value of the cargo under carriage subject to a minimum limit never less than US\$100,000 per shipment, a deductible no greater than US\$10,000 per shipment and at least the same coverage limit and deductible per shipment while in storage or at a storage facility enroute to the consignee, (ii) Commercial Automobile Liability insurance with a combined single limit of not less than US\$1,000,000 per occurrence and without aggregate limits, (iii) Commercial General Liability insurance, in a limit of not less than US\$1,000,000 per occurrence, (iv) Worker's Compensation insurance in the amounts required by statute, and Employer's Liability insurance with limits not less than US\$500,000 per occurrence, and (v) if Carrier provides Transportation Services for hazardous materials under United States Department of Transportation ("DOT") regulations, public insurance including Commercial Automobile insurance limits required for the commodity transported under

Automobile insurance limits pertaining to the hazard classification of the cargo as defined by DOT, an MCS-90 and Broadened Pollution Liability endorsements for limits required by law and full policy limits. Carrier shall, prior to providing transportation and related services pursuant to this Agreement, name Broker, as a certificate holder, as required on the foregoing insurance policies and shall cause its insurance company to issue a certificate to Broker, evidencing the foregoing. When Carrier provides Transportation Services that involve origins and destinations solely within Canada, Carrier shall be current in its remittances to the appropriate Worker's Compensation Board of the Carrier's province, shall provide a certificate issued by the appropriate Worker's Compensation Board of the Carrier's province certifying that the Carrier is not delinquent and is current in its remittances to that authority, and shall have such other insurance or higher coverage limits required by applicable Canadian national or provincial law or regulation. Insurance will meet or exceed the requirements of federal, state and/or Provincial regulatory bodies having jurisdiction over Carrier's performances pursuant to this agreement. During this Contract's term, the insurance policies required hereunder and any replacement policies will (i) insure the interests of Broker and, (ii) cover all drivers, equipment and cargo used in providing Transportation Services and (iii) not contain any

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exclusions or restrictions as to designated premises or project, pertaining to unattended equipment or cargo, for unscheduled equipment, for unscheduled drivers or cargo, for fraud or infidelity, for tarp warranty, for wetness or dampness, for geographical location in the United States, for trailers unattached to the power unit, or for a particular radius of operation.

5. **Carrier Moving Perishables.** Carrier will verify that the equipment is suitable for the transportation of food, dairy & milk products for human or animal consumption, as applicable, as well as for other perishables, and will comply with all applicable laws and regulations, including maintenance of permits and record keeping requirements, for food, dairy & and if milk is transported, comply with the procedures stipulated at the attached Exhibits A, B, C & D, incorporated as an integral part of this Agreement. Carrier warrants that the Carrier will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit at least once each month. Carrier warrants that they shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for a least one year. Copies of these records must be provided upon request to the carrier's insurance company and Broker. Each unit will maintain temperature data loggers in good working condition and provide the temperature readings upon request.

Assume full liability for claims and expenses incurred by the Broker or the shipper for failure to do so.

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6. **Shipping Document Execution.** Carrier is to be named on the bill of lading as the "carrier of record."

7. **INDEMNIFICATION.** CARRIER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS BROKER, ITS AFFILIATES AND ITS CUSTOMERS (AS INTENDED THIRD PARTY BENEFICIARIES) FROM ANY AND AGAINST ALL LOSSES (as defined below) ARISING OUT OF OR IN CONNECTION WITH THE TRANSPORTATION SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING THE LOADING, UNLOADING, HANDLING, TRANSPORTATION, POSSESSION, CUSTODY, USE OR MAINTENANCE OF CARGO OR EQUIPMENT OR PERFORMANCE OF THIS CONTRACT (INCLUDING BREACH HEREOF) BY CARRIER OR ANY CARRIER REPRESENTATIVE. CARRIER'S OBLIGATION TO INDEMNIFY AND DEFEND SHALL NOT BE AFFECTED BY ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF BROKER, ITS AFFILIATES OR CUSTOMERS. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION BE CONSTRUED TO PROVIDE INDEMNIFICATION TO BROKER, ITS AFFILIATES AND CUSTOMERS TO THE MAXIMUM EXTENT PERMITTED BY LAW. IF THIS PROVISION IS FOUND IN ANY WAY TO BE OVERBROAD, IT IS THE PARTIES INTENT THAT THIS PROVISION BE ENFORCED TO ALLOW INDEMNIFICATION TO THE MAXIMUM EXTENT PERMISSIBLE. "Losses" mean any and all losses, liabilities, obligations, personal injury, bodily injury, property damage, loss or theft of property, damages, penalties, actions, causes of action, claims, suits, demands, costs and expenses of any nature whatsoever, including reasonable attorneys' and paralegals' fees and other costs of defense, investigation and settlement, costs of containment, cleanup and remediation of spills, releases or other environmental contamination and costs of enforcement of indemnity obligations.

8. **Carrier's Cargo Liability.** Carrier assumes full liability for the greater of replacement cost, Shipper's/Consignor's commercial invoice or market value for loss, damage or destruction of any and all goods or property tendered to Carrier by Broker, and for the full course of carriage. Carrier shall inspect each load at the time it is tendered to Carrier to assure its condition. If Carrier is tendered a load which is not in suitable condition, it shall notify Broker, immediately. Cargo which has been tendered to Carrier intact and released by Carrier in a damaged condition, or lost or destroyed subsequent to such tender to Carrier, shall be conclusively presumed to have been lost, damaged or destroyed by Carrier unless Carrier can establish otherwise by clear and convincing

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evidence. Deliveries with broker seals shall be rejected and declared a total loss for which the Carrier is held responsible.

Carrier shall either pay Broker directly or allow Broker to deduct from the amount Broker owes Carrier, the amount of Customer's full actual loss. Carrier agrees that it will assert no lien against cargo transported hereunder. Broker, shall deduct from the amount Broker otherwise owes Carrier, the Customer's full actual loss of all claims that are not resolved within ninety (90) days of the date of the claim. Carrier agrees to indemnify Broker, for any payments relating to such loss or damage incurred hereunder. In the event of an accident, Carrier shall notify Broker immediately for further instructions. Carrier shall return all damaged shipments at its expense to the point of origin or to other points as instructed by Broker. Claims notification & salvage procedures will be followed in accordance with the procedure described in 49 C.F.R. §370.1-11. Carrier will make all payments pursuant to the provisions of this Section within thirty (30) days following receipt by Carrier of Customer's invoice or demand and supporting documentation for the claim.

8.1 **Salvage Claims.** Carrier shall waive any and all right of salvage or resale of any of Customer's damaged goods and shall, at Broker's reasonable request and direction, promptly return or dispose, at Carrier's cost, any and all of Customer's damaged and goods shipped by Carrier. Carrier shall not under any circumstance allow Customer's goods to be sold or made available for sale or otherwise disposed of in any salvage markets, employee stores, or any other secondary outlets. In the event that damaged goods are returned to Customer and salvaged by Customer, Carrier shall receive a credit for the actual salvage value of such goods.

9. **Governing Law, Consent to Jurisdiction and Integration.** This Contract will be construed, to the extent not preempted by applicable federal law, under the laws of the State of California, without giving effect to any choice or conflict of law rules. Broker and Carrier waive all right to trial by jury in any action, suit or proceeding brought to enforce or defend any rights or remedies under this Contract. Each of the parties hereby irrevocably and unconditionally (i) submits to the exclusive jurisdiction of any federal or state court sitting in California in any suit, action or arising out of, connected with, related to, or incidental to the relationship established among the min connection with this Contract and (ii) waives, to the fullest extent permitted by law, any objection to venue or any defense of inconvenient forum in connection with any such court provided however that jurisdiction for disputes regarding claims brought by third parties requiring Carrier's indemnification hereunder may be effected in the courts where such third party claims are filed. This written Agreement, together with any load confirmation, contains the entire agreement between the parties and may only be modified by signed written agreement.

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9.1 **Safety Rating**. Carrier shall endeavor to maintain a satisfactory U.S. DOT Safety Rating but under no circumstances is Carrier allowed to provide services if their safety rating falls to "unsatisfactory."

10. **Confidentiality Obligations**. Carrier acknowledges that in carrying out this Contract, it will learn proprietary information about Broker and its business, including its rates, services, personnel, computer systems, Customers, traffic volumes, origins and destinations, commodity types, shipment information and business practices (the "Information"). During this Contract's term and for 12 months after its termination, Carrier will hold the Contract provisions and Information in confidence, restrict disclosure to those Carrier Representatives with a need to know, and not use the Information to Broker's competitive detriment or for any purpose except as contemplated hereby. Carrier may disclose Information to the extent required by a governmental agency or under a court order, provided that Carrier notifies Broker of such requirements before disclosure.

10.1. **Non solicitation of Customers**. During this Contract's term and for 9 months after its termination, Carrier will not, and will cause the Carrier Representatives not, to directly or indirectly solicit or provide transportation services to any Customer without Broker's prior written consent if

(a) that Customer first became known to Carrier as a result of Broker's engagement of Carrier, (b) the type of transportation services, such as the origins and destinations served or commodity types, provided to that Customer first became known to Carrier as a result of Broker's engagement of Carrier or (c) the first shipment transported by Carrier for that Customer was tendered to Carrier by Broker. If Carrier or any Carrier Representative solicits a Customer in violation of this Section, Carrier shall pay to Broker as a commission 10% of the total charges, with a maximum of US\$200 per shipment, for transportation services provided by Carrier to such Customer.

11. **Savings Clause**. If any provision of this Agreement or any Transportation Schedule is held to be invalid, the remainder of the Agreement or the Transportation Schedule shall remain in force and effect with the offensive term or condition being stricken to the extent necessary to comply with any conflicting law.

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12. This Agreement shall be for the period of one (1) year and shall be automatically renewed unless cancelled. Either party may terminate this Agreement upon fifteen (15) days written notice. By signatory hereto, CARRIER represents that it has the authority and ability to enter into legally binding contracts and that CARRIER agrees to be bound by the terms and conditions of this Agreement effective immediately.

_____	_____
BROKER	CARRIER
By: _____	By: _____
Witness: _____	Witness: _____
Date: _____	Date: _____



**EXHIBIT A: SHIPMENT IDENTIFICATION**

For each such shipment, a shipping statement shall be prepared containing at least the following information:

1. Shipper's name, address and permit number. Each milk tank truckload of milk shall include the IMS Bulk Tank Unit (BTU) identification number(s) or the IMS Listed Milk Plant Number, for farm groups listed with a milk plant, on the farm weight ticket or manifest;
2. Permit identification of the hauler, if not an employee of the shipper;
3. Point of origin of shipment;
4. Milk tank truck identification number;
5. Name of product;
6. Weight of product;
7. Temperature of product when loaded;
8. Date of shipment;
9. Name of supervising Regulatory Agency at the point of origin of shipment;
10. Whether the contents are raw, pasteurized, or in the case of cream, low fat or skim milk,

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- whether it has been heat-treated;
11. Seal number on inlet, outlet, wash connections and vents; and
  12. Grade of product.

#### EXHIBIT B: CLEANING AND MAINTENANCE OF TRANSPORTATION UNITS

##### 1. Cleaning and sanitation

Transportation units are maintained in good operating and hygienic condition so that contamination and deterioration of dairy material or dairy products is minimized.

The cleaning of transportation units are undertaken following the procedures in the written cleaning program or schedule.

The written cleaning program or schedule sets out the procedures for cleaning the transportation units, chemicals that are used, frequency of cleaning, person responsible for cleaning, and records to be kept.

- 1.1 Chemicals used for cleaning and maintenance are handled and used according to the directions of the manufacturer; and in a manner that minimizes contamination of dairy material or dairy products.
- 1.2 Before loading any dairy material or dairy products, transportation units are checked to ensure that they are visibly clean, dry and with no other signs of contamination (e.g. off-odor). The results of these checks are recorded.

##### 2. Repairs and maintenance

The requirements given in this section apply, to repairs and maintenance of the transportation unit where the dairy material or dairy product is contained, and any equipment that could affect the preservation or hygienic status of dairy material or dairy products being

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transported (e.g. refrigeration unit). It does not apply to the repairs and maintenance of the vehicle itself.

- 2.1 The condition of the transportation unit and equipment is regularly checked, and any deficiencies that are identified and corrective action taken are recorded.
- 2.2 All alterations, repairs and maintenance work on transportation units and equipment (including refrigeration units) are done in a manner that minimizes exposure of dairy material or dairy products to hazards that may be introduced by this work.
- 2.3 Records of any alteration, repair and maintenance work on transportation units are kept by the transport operator.

### 3. Records

Records giving the following information are kept by the transport operator:

- cleaning and inspection records;
- repairs and maintenance records;
- any problems or deficiencies identified, and corrective action taken.
- 

## EXHIBIT C: PERSONNEL HEALTH AND HYGIENE

### 1. Health of workers

Carrier Drivers, product handlers and other personnel are excluded from handling any exposed product when he/she is suffering from diarrhea or acute respiratory infection; or is diagnosed with infectious disease which may be transmitted through food (e.g. illness caused by Salmonella, Shigella spp., E. coli spp., Campylobacter, Hepatitis A virus infection).

### 2. Training

Carrier Drivers and product handlers are familiar with and are adequately trained on hygienic practices and operating procedures documented in this RMP.

### 3. Hygienic practices

- 3.1 Carrier Drivers and product handlers behave in such a manner as necessary to minimize contamination and deterioration of dairy material or dairy product, and the transport environment.
- 3.2 Carrier Drivers and product handlers must follow an appropriate personal hygiene routine

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before handling any exposed product or food contact material.

Workers thoroughly wash and dry hands and exposed portions of the arms with hand detergent and water before handling any exposed product or food contact material.

Note: When a water source is impractical to have within a certain area, alternative options for sanitizing workers' hands may be considered.

#### 4. Records

Records giving the following information are kept by the Carrier Driver:

- Any medical certificates;
- Any training records;
- Any problems identified, and corrective action taken.

#### EXHIBIT D: ADMINISTRATIVE PROCEDURES

This Item is deemed to be satisfied when:

1. All vehicles are kept clean.

2. Material that is capable of contaminating milk or milk products is not transported with milk or milk products.

3. Milk and milk products, except dry milk products, are maintained at 7oC (45oF) or less.

4. The operation of milk tank cars and shipping bins comply with the following provisions: a. Milk and milk products shall be conducted to and from tank cars or shipping bins only through sanitary conveying equipment. Such equipment shall be capped or otherwise protected when not in use. b. Inlets and outlets of shipping bins shall be provided with tight-fitting dust caps or covers. c. Facilities shall be provided for the adequate washing and sanitizing of shipping bins, piping, and accessories at all milk plants receiving or shipping milk or milk products in shipping bins. d. Shipping bins shall be cleaned at the receiving milk plant immediately after being emptied. The clean shipping bins shall be sanitized at the shipping milk plant before loading. Milk tank trucks, which must make more than one trip while unloading a tank car, need not be cleaned and sanitized after each time they are, emptied. e. Piping connections and pumps used with shipping bins shall be cleaned and sanitized after each use.

5. The doors of tank cars and covers of shipping bins are sealed with a metal seal immediately after loading. The seal shall remain unbroken until the contents are delivered to the consignee. Contents of the tank car or shipping bin shall be labeled as prescribed in Section 4 by means of a tag attached to the tank car or shipping bin. Deliveries with broker seals shall be rejected and

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declared a total loss for which the Carrier is held responsible.

6. Vehicles have fully enclosed bodies with well-fitted, solid doors.

7. Ensure security and accountability

- Access to the tanker is limited to authorized personnel only. If an authorized person does access the tanker, the system identifies who, when, where and why this access occurred.

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**1. POD Not sent in at the given time will be subject to a fee of up to \$150.00.**

IN WITNESS WHEREOF, the Parties agree to be bound by the electronically exchanged signatures of their duly authorized representatives contained in the Signed BROKER – CARRIER AGREEMENT, and by doing so, represent and warrant that they accept and agree to the terms contained in this BROKER – CARRIER AGREEMENT and have been or are specifically authorized to execute the BROKER -CARRIER AGREEMENT on behalf of the organization they represent.

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