

Bill to: COYOTE LOGISTICS , LLC 191 E.DEERPATH ROAD, Lake Forest, IL, 60045 Invoice Date: 05/01/2023 Invoice #: 29088887 Terms: NET 30 Due Date: 06/01/2023

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
05/01/2023		2641 North Packerland Drive, Green Bay, WI 54303, USA - 2450 Big M Blvd, Clanton, AL 35046, USA			
			1	2300	2300

TOTAL

2300

PLEASE NOTE

The right to payment under this invoice has been assigned to Compass payment Solutions LLC (CFS) and all payments hereunder are to be directed to the assignee at the address noted below. Remittances to other than CFS do not constitute payment of this invoice. CFS must be given notification of any claims, agreements or merchandise returns which would affect the payment of all or part of this Invoice on the due date. COMPASS FUNDING SOLUTIONS LLC P.O.BOX 205154 DALLAS, TX 75320-5154 Tel: 844-899-8092



Rate Confirmation Ca Load 29088887 96

Send invoices to: CarrierInvoices@coyote.com 960 Northpoint Parkway Suite 150 Alpharetta, GA 30005

877-6COYOTE (877-626-9683)

Cust Requ	iirements	Booked By	Get Co	yoteGO	Today!
Equipment	Van, 53'	Jared Soderholm	• Dispatch	A	
Pre Cooled Temp None		Jared.Soderholm@coyote.com	 Send updates 		able for An- or iPhone.
Load Temp	None	Phone: +1 (773) 365 6497	 Check in		o Store or
Tarps	Undefined	x2228	 Submit paperwork 	Goog	le Play
Value	\$100,000	Fax: +1 (773) 365 7804			

Load Requirements

Seal All Pages Of POD Required

Equipment Requirements

Food Grade No Roll Door

Notes

All Van/Container loads MUST be sealed at origin either by shipper or driver with a seal number noted on bill of lading. The driver is responsible for re-sealing the trailer after each pickup/drop on a multi-stop shipment. In the event a shipment that was sealed at origin or after each additional pickup/drop arrives at the destination with a tampered seal or without the seal intact then (i) the Carrier shall be liable for any shortage or damage claims with respect to such shipment and (ii) the shipper shall have the right, in its sole discretion, to deem the entire shipment damaged, adulterated/contaminated and unsalvageable, without the need for any inspection and the Carrier shall be liable for the full value of the shipment. Carrier is required to weigh shipment within 50 miles of departing each shipper. If carrier fails to weigh shipment within 50 miles of departing each shipper. If carrier fails to weigh shipment within 50 miles of departing each shipper requirements at the facility. All drivers must wear masks or facial coverings to the extent required by laws or facilities. **Carrier must be in full compliance with the Food Safety Modernization Act (FSMA), if applicable. By accepting the shipment, Carrier agrees that the driver has consented to receiving text messages and/or phone calls from or on behalf of Coyote.**

Approval for payment of detention is contingent upon the following eligibility requirements:

- 1) Carrier must report facility departure time and total detention hours within 24 hours of shipment delivery at the final facility.
- 2) Carrier must provide proof of the on time arrival and departure times in the form of a BOL or other shipping document with arrival and departure times notated by facility within 24 hours of shipment delivery at final facility.

Route Directions

Carrier acknowledges that any routing instructions from the shipper herein are being provided for convenience only, and the Carrier may choose the route.

Signature Line

By signing below, BRZ agrees to the terms and conditions set forth below and provided herewith, if any.



Stop 1: Pick Up

Diak Un 000000011 0100571		
Pick Up 8002029914; 6190571 Numbers	Appointment Scheduled For	-COOLED to specified temp and adhere
Confirmation None Numbers	Mon 05/01/2023 at 14:00	to shipper BOL. Reefer MUST be on CONTINUOUS in transit and load
Facility Hattiesburg Paper Company	Driver Work No Touch	MUST be sealed at shipper. -A clean, dry, empty, odor-free and hole- free trailer is required.
Address 2641 N PACKERLAND DR Green Bay, WI 54303	SLIC N/A	-Swing Door Only. -Shipper may assess fines for missed appts. -Padlocks must be utilized during
Contact Appts SPG Phone None		transport. - Must have times on paperwork for detention - Shipper may assess fines for missed/late appts.

Stop 1 Requirements

N/A

Commodity	Packaging	Load On	Exp Wt	Pieces
SUBWAY CHOICE BAG 18 6 1/2X8 2000 US 21	Case	Pallets	767 Lbs	65
BAG, PAPER SUB, 1/ /1000 EACH, SELECT PRODUCT GROU	Case	Pallets	3,277 Lbs	128
SUBWAY CHOICE WRAP 15X12 5000CS US	Case	Pallets	2,988 Lbs	72
SUBWAY CHOICE WRAP 20X15 3000CS US	Case	Pallets	7,560 Lbs	180
CLEANING SUPPLIES, FOOD SERVICE WIPER, 1/150/ EACH	Case	Pallets	1,402 Lbs	330
PAPER, DELI PAPER, 10/ /400 COUNT, SELECT PRODUCT	Case	Pallets	8,957 Lbs	288
SUBWAY NAP INFLD 2PLY 24/250CT BRN	Case	Pallets	7,814 Lbs	343
SUBWAY STRAW 9.25IN, 0.05OZ, 4/500 WRP	Case	Pallets	1,600 Lbs	160
TISSUE, 2-PLY JUMBO ROLL, 12/1/ EACH, SELECT PRODU	Case	Pallets	578 Lbs	24
TOWEL, 600 NATURAL HARDWOUND ROLL, 12/1/ EACH, SEL	Case	Pallets	4,574 Lbs	126
Total			39,517 Lbs	



Stop 2: Delivery

Confirmation Numbers	None	at 0
	MERCHANTS CLANTON	Driv No
Address	2450 BIG M BLVD Clanton, AL 35046	SLIO N/A
Contoot	Clanton reaciving	

Contact Clanton receiving Phone None

Stop 2 Requirements

F

Appointment Scheduled For Wed 05/03/2023 at 06:00	Facility Notes -Receiver may assess fines for missed/late appts. If caused by detention loading/unloading carrier must
Driver Work No Touch	provide proof. -All lumpers are prepaid- do not pay any lumpers. If the receiver is asking for a lumper, must escalate to Coyote
SLIC N/A	immediately -Only receiver to break the seal. - Must have times on paperwork for detention

Pre–Paid Lumper					
Commodity	Packaging	Load On	Exp Wt	Pieces	
SUBWAY CHOICE BAG 18 6 1/2X8 2000 US 21	Case	Pallets	767 Lbs	65	
BAG, PAPER SUB, 1/ /1000 EACH, SELECT PRODUCT GROU	Case	Pallets	3,277 Lbs	128	
SUBWAY CHOICE WRAP 15X12 5000CS US	Case	Pallets	2,988 Lbs	72	
SUBWAY CHOICE WRAP 20X15 3000CS US	Case	Pallets	7,560 Lbs	180	
CLEANING SUPPLIES, FOOD SERVICE WIPER, 1/150/ EACH	Case	Pallets	1,402 Lbs	330	
PAPER, DELI PAPER, 10/ /400 COUNT, SELECT PRODUCT	Case	Pallets	8,957 Lbs	288	
SUBWAY NAP INFLD 2PLY 24/250CT BRN	Case	Pallets	7,814 Lbs	343	
SUBWAY STRAW 9.25IN, 0.05OZ, 4/500 WRP	Case	Pallets	1,600 Lbs	160	
TISSUE, 2-PLY JUMBO ROLL, 12/1/ EACH,	Case	Pallets	578 Lbs	24	

TOWEL, 600 NATURAL HARDWOUND ROLL, Case 12/1/ EACH, SEL

Total

SELECT PRODU

39,517 Lbs

4,574 Lbs

Charges				Contact		
Description Fuel Surcharge	Units 872.00	Per \$0.530	Amount \$462.16	Send invoices to: 960 Northpoint Parkway Suite 150	Please contact Coyote at 877-626-9683 if the charges are incorrect.	
Flat Rate	1.00	\$1,837.840	\$1,837.84	Alpharetta, GA 30005	chargee are meened.	

Pallets

-----Total USD \$2,300.00 126

Load 29088887



Agreement

Carrier	Riki Transportation Inc
USDOT	3119062
Phone	None
Email	leo@rtbrz.com
Fax	None

Broker	Coyote Logistics, LLC
Rep	Jared Soderholm
Title	Sales Rep
Phone	+1 (773) 365 6497 x2228
Fax	+1 (773) 365 7804
Date	04/28/2023 10:16

By signing below, BRZ agrees to the terms and conditions set forth below and provided herewith, if any.

Leo Kikic dispatch

Name and Title (Print)

<u>Leo Kikic</u> Signature

04.28.2023. Date

PLEASE SIGN THIS AGREEMENT AND EMAIL TO Jared.Soderholm@coyote.com

Coyote Logistics, LLC is an Equal Opportunity Employer



Terms and Conditions

The Broker-Carrier Agreement or Carrier Agreement (in each case, the "Agreement") between Coyote Logistics, LLC, a Licensed Property Broker - USDOT # 2236410, and BRZ is amended by the verbal agreement between Jared Soderholm of Coyote Logistics, LLC hereafter referred to as BROKER, and Leo of BRZ hereafter referred to as CARRIER, dated 04/28/2023.

This confirmation is subject to the terms of the Agreement and this document constitutes an amendment thereto. If the CARRIER has not signed the Agreement, then the rate shown above is the agreed individually negotiated rate and no other rate shall apply including any carrier tariff rate or terms.

THIS LOAD SHALL NOT BE DOUBLE BROKERED. No additional charges not listed above may be added by the CARRIER. Any additional charges must appear on a revised confirmation sheet signed by the BROKER. CARRIER must include signed copy of the shipper's bill of lading and any other proof of delivery with invoice to BROKER. Rates, except as specifically designated above, are inclusive of any fuel surcharge. CARRIER certifies that it is in compliance with all requirements of the California Air Resources Board (CARB) that are applicable to the scope of CARRIER's operations, including, but not limited to: Statewide Truck and Bus Regulations, Transport Refrigeration Unit (TRU) Regulations, Tractor-Trailer Greenhouse (GHG) Gas Regulations, and Drayage Truck Regulations. CARRIER also warrants that it is in compliance with any comparable requirements of the Environmental Protection Agency (EPA) and other states, where applicable. CARRIER shall be responsible for any fines imposed on BROKER and/or shipper resulting from noncompliance.

CARRIER hereby confirms that it maintains applicable and valid insurance without exclusions that would prevent coverage for the items listed above. CARRIER has at least \$100,000.00 in cargo insurance and \$1,000,000.00 in automobile liability coverage. CARRIER further confirms that in transporting the shipment described hereinabove, it will comply with all U.S. DOT and FDA regulations applicable to its operations while transporting said shipment, including, but not limited to drivers' hours of service, and the Food Safety Modernization Act (FSMA), if applicable. CARRIER agrees to the attached requirements from the shipper, if any.

ALL LOADS ARE SUBJECT TO ELECTRONIC TRACKING

By accepting this shipment, CARRIER agrees that it has obtained a written agreement from each driver transporting a shipment tendered by BROKER to CARRIER pursuant to the Agreement in which each driver provides all necessary consents to (i) receiving text messages and/or phone calls from or on behalf of BROKER and (ii) allowing BROKER or its vendor to track such driver's location while transporting such shipment. CARRIER shall comply with all applicable laws relating to the collection, use, storage, retention, disclosure, and disposal of any information CARRIER provides to BROKER, including information regarding the drivers transporting shipments. CARRIER shall indemnify, defend, and hold BROKER and its affiliates harmless from and against any and all claims, damages, liabilities, losses, actions and expenses (including attorneys' fees) arising out of or in connection with CARRIER's breach of this Section. This Section shall survive the expiration or termination of the Agreement between BROKER and CARRIER.

Operating Parameters Independent Purchasing Cooperative, Inc. ("IPC)

Carrier shall adhere to the following customer requirements:

IPC Carrier Operations Manual

Definitions

As used in this IPC Carrier Operations Manual, the following terms shall have the following meanings:

- "Agent" shall mean C. H. Robinson Worldwide, Inc. ("CHRW"), or Transportation Management Center ("TMC"), its logistics management division, or other such entity as IPC may designate in writing from time to time.
- "Average Freight Rate" shall mean the freight rate that is included as part of the delivered price of the Product.
- "Backhaul Allowance" shall mean the off-invoice credit to be given a Distribution Center for carrying the Product over the Lane or Lanes for which the Distribution Center has been awarded Freight Responsibility.
- "Broker" shall mean Coyote Logistics, LLC.
- "Carrier" shall mean a duly authorized and licensed motor carrier which will be used to deliver the Product pursuant to an award of Freight Responsibility.
- "Carrier's Delivery Equipment" shall mean the delivery equipment either owned or leased by, or under contract with, a Carrier which will be used to deliver the Product if the Carrier is awarded Freight Responsibility.
- "Carrier's Subcontractor" shall mean the owner of the delivery equipment leased by, or under contract with, a Carrier which will be used to deliver the Product if the Carrier is awarded Freight Responsibility.
- "DAI" shall mean Doctor's Associates Inc.
- "Destination Facility" shall mean any delivery location specified by IPC, including, but not limited to, Distribution Center facilities and third party warehouses.
- "Distribution Center" shall mean a DAI authorized distributor or redistributor to the SUBWAY[®] System.
- "Franchisees" shall mean the SUBWAY[®] Franchisee members of IPC.
- "Freight Responsibility" shall mean the authority and responsibility to deliver the Product from an Origin Facility to a Destination Facility.
- "FWH" shall mean Franchise World Headquarters LLC, which operates as a service-oriented company for and on behalf of the SUBWAY[®] System worldwide.
- "IPC" shall mean Independent Purchasing Cooperative, Inc.
- "IPC Managed Freight Program" shall mean the logistics and financial reconciliation services provided by Agent, by which Product deliveries are coordinated and managed electronically, collections of Average Freight Rate are reconciled and Carriers are compensated for discharging Freight Responsibility.
- "Lane" shall mean the delivery route originating from an authorized Origin Facility and terminating at an authorized Destination Facility.
- "Notice", "Notified" and "Notification" shall include any form of electronic communication of information including email.
- "Operations Manual" shall mean this IPC Carrier Operations Manual.
- "Origin Facility" shall mean any pickup location specified by IPC, including, but not limited to, Supplier manufacturing facilities, Supplier warehouses, Distribution Center facilities and third party warehouses.
- "Products" shall mean the authorized products used or useful in the SUBWAY[®] System which are purchased from the Suppliers by the Distribution Centers for resale to the franchisee owned SUBWAY[®] restaurants.
- "Shippers" means Suppliers and Distribution Centers which have entered into agreements with IPC to supply Products to, from and amongst Suppliers and Distribution Centers for the ultimate benefit of the Franchisees.
- "Supplier" shall mean a DAI authorized manufacturer for the SUBWAY[®] System.

IPC Managed Freight Program, Logistics Guidelines, Freight Responsibility, Shipping and Delivery Requirements

This Section sets forth the logistics and financial terms and conditions with which a Carrier must comply pursuant to an award of Freight Responsibility.

Subsection a: Participating in the IPC Managed Freight Program

IPC has implemented a process to manage the flow of the Product from Origin Facilities to the Destination Facilities. IPC will select the methods of transporting the Product which will result in the most reasonable cost, ensure the delivery of the Product in accordance with the quality standards established by DAI and provide visibility of the progress of the delivery of the Product from the Origin Facility to the Destination Facility. This process involves selecting the Carrier to deliver the Product, monitoring compliance with health and safety standards applicable to the transportation of the Product and communicating the status of each delivery to ensure that the needs of the SUBWAY[®] System are timely met.

Subsection b: Product Handling, Trailer Seals and Shipping and Delivery Requirements

The following Product Handling, Trailer Seals and Shipping and Delivery Requirements shall apply to all shipments of Product by the Carrier.

Product Handling:

The Carrier shall meet the following product handling criteria for all Products:

The Carrier shall ensure that the following temperatures are met while shipping Products:

 Frozen Product: 	0° F ± 5° F	(-18° C to ± 3° C)	
 Refrigerated Proteins: 	28° F to 36° F (Target)	(- 2° C to +3° C)	
	26° F to 41° F (Acceptable)	(- 3° C to +5° C)	
 Refrigerated Product: 	34° F to 41° F	(1°C to 5°C)	
Tomatoes:	50° F to 75° F	(10° C to 24° C)	
 Peppers & Cucumbers: 	33° F to 50° F	(1° C to 10° C)	

The Carrier shall ensure that frozen and refrigerated Products are transported in the applicable temperature range, as indicated above, and shall not remain out of the applicable Product temperature range for longer than thirty (30) minutes.

It is the Carrier's responsibility to meet the delivery temperature requirements indicated above. The Carrier's Delivery Equipment shall be pre-cooled to the following temperature:

 Frozen Product: 	15° F or below	(-9° C or below)
 Refrigerated Product: 	34° F to 41° F	(1° C to 5° C)

The Shipper shall verify the trailer temperature to ensure that such temperature is within the applicable Product temperature range, as indicated above, prior to releasing the Product to the Carrier for shipment. If the Shipper delivers Product to a trailer outside of the applicable temperature range, the Shipper shall be responsible for any Product damage or loss due to the trailer temperature being outside of the applicable Product temperature range, regardless of when transfer of title of the Product occurs. The Carrier must provide refrigeration unit download data within forty-eight (48) hours of a request for such data from IPC or Agent.

Any evidence of contamination, tampering or failure to maintain the Product within the applicable Product temperature range as set forth herein is cause for additional inspection and possible rejection of the entire shipment. The Destination Facility will notify the Shipper and IPC of each such rejected shipment. The Shipper will advise the Destination Facility as to the disposition of any rejected Product. The Carrier must ensure that the Carrier's driver makes the Product and trailer available for any additional inspection required by the Destination Facility. Any additional driver waiting time caused by such additional inspection will be at the expense of the Carrier.

Trailer Seals and Corrective Action Procedure for Missing or Broken Seals or Unsecured Trailers:

IPC and DAI require that all trailer doors be sealed or locked upon arrival at the Destination Facility. The Shipper is required to ensure that all trailer doors on each shipment of Product have been properly secured using a Shipper provided seal or a Carrier provided padlock. The Carrier must provide a padlock if necessary. The Carrier must ensure that the Carrier's

driver makes the Product and trailer available for any additional inspection required by the Destination Facility. Any additional driver waiting time caused by such additional inspection will be at the expense of the Carrier.

Trailer doors secured with a Shipper provided seal:

If the trailer doors are secured with a Shipper provided seal, the Shipper is required to ensure that the trailer doors are properly sealed with the Shipper provided seal, which is to be documented on the bill of lading. The Shipper shall instruct the Carrier that the Shipper's seal must remain intact until the shipment is accepted by the Destination Facility. The seal must be broken and removed in the presence of the Destination Facility's security guard or receiving personnel. The Destination Facility is responsible for validating and recording all seal numbers and determining whether the integrity of the seal has been maintained for each shipment of Product and for noting any and all discrepancies on the bill of lading. If the seal number is not noted on the bill of lading, then the Destination Facility must contact the Shipper and request the seal number.

If the seal is intact and the seal number matches the seal number documented on the bill of lading and there is no evidence of tampering, then receiving shall proceed.

If the seal is missing or if the seal number does not match the seal number noted on the bill of lading or if there is evidence of tampering, as established pursuant to the Distributor Inbound Load Exception Workbook provided by IPC, as the same may be revised by IPC from time to time, the trailer must be sealed with a Destination Facility seal, the seal number must be documented on the Destination Facility's receiving ticket and the trailer must be parked on the Destination Facility's property. The Destination Facility must contact the Shipper to report the missing seal, mismatched seal numbers or evidence of tampering and request written instructions on how to proceed. The Destination Facility must also notify the Carrier and IPC of the missing seal, mismatched seal numbers or evidence of tampering and that the Destination Facility is waiting for written instructions from the Shipper.

Trailer doors secured with a Carrier provided padlock:

If the trailer doors are secured with a Carrier provided padlock, usually a less-than-truckload shipment, then the padlock must be removed in the presence of the Destination Facility's security guard or receiving personnel.

If the padlock is in place, locked and there is no evidence of tampering, then receiving shall proceed.

In the event the padlock is missing or removed prior to arrival at the Destination Facility, the Destination Facility must contact the Shipper to report the missing or removed padlock and request written instructions on how to proceed. The Destination Facility must also notify the Carrier and IPC of the missing or removed padlock and that the Destination Facility is waiting for written instructions from the Shipper.

In the event the Destination Facility reports a missing seal, mismatched seal numbers, evidence of tampering, or a missing or removed padlock and the Shipper requests that the Destination Facility inspect the shipment, then inspection must be conducted by the Destination Facility's receiving supervisor and a senior manager of the Destination Facility. The trailer will be assigned a receiving door and all Destination Facility receiving personnel to be involved with the inspection of the shipment must witness the Carrier's driver opening the trailer door(s) prior to backing the trailer into the receiving door. The shipment shall be inspected for any evidence of tampering, including, but not limited to, shrink wrap missing from one (1) or more pallets or torn shrink wrap, cases that appear to be restacked, cases that are upside down, configuration of the case layers that appears different than the other pallets in the trailer and cases that appear to have been opened and resealed. If the shipment appears to be intact and there is no evidence of tampering, then the Destination Facility shall so notify the Shipper and receiving shall proceed as normal. If there is evidence of tampering the Destination Facility shall refuse the shipment. In all events, the Destination Facility shall notify IPC, via qualitygroup@ipcoop.com, of the missing seal, mismatched seal numbers, evidence of tampering, or a missing or removed padlock, the actions taken by the Destination Facility and the final resolution between the Shipper, the Carrier and the Destination Facility.

Carrier Requirements:

-Carrier's Delivery Equipment:

The Carrier's Delivery Equipment used to discharge the Freight Responsibility shall be clean, safe, properly maintained and hazard free and shall meet all applicable governmental regulatory standards and requirements, including, but not limited to, the Food Safety Modernization Act ("FSMA") and the Sanitary Transportation of Human and Animal Food Rule ("STF Rule"), as well as all IPC and DAI requirements as set forth herein and on any other documents provided by IPC and/or DAI, including, but not limited to the SUBWAY[®] Gold Standard Requirements for Distributors.

-Food Safety Standards:

The Carrier shall meet all applicable food safety standards, including those that may be required or imposed by DAI or the Destination Facility. The Carrier shall also be required to provide equipment that is adequate to meet the Shippers' transportation needs.

The Carrier recognizes and agrees that it will only retain its award of Freight Responsibility if it meets and maintains compliance with all applicable food safety standards, including those that may be required or imposed by DAI or the Destination Facility. Such compliance shall be determined within the sole discretion of IPC.

Indemnification:

Carrier shall indemnify, defend and hold DAI, IPC, Agent and their respective stockholders, members, employees, officers and directors harmless from and against any and all loss, liabilities, damages, payments, settlements, judgments, penalties, fines, expenses (including reasonable attorneys' fees), and costs, suits, actions and claims (whether actual, potential, threatened or pending), collectively "Losses", brought by any person or entity, including, without limit, damages for injury or death or personal and/or damage to property, including real property and/or the environment, cargo claim liability and damages, arising from the acts or omissions of Carrier, Carrier's Subcontractor, and their respective employees, representatives and agents.

Requirements for contracted Delivery Equipment: -Carrier shall meet the following requirements:

Carrier shall provide equipment that is clean, safe, properly maintained, hazard free, and that meets all applicable governmental regulatory standards and requirements, as well as all IPC and DAI requirements.

Carrier's shall meet all applicable food safety standards and regulations, including, but not limited to, the FSMA and the STF Rule and any standards that may be required or imposed by DAI or the Distribution Centers. Carrier shall also be required to provide equipment that is adequate to meet the Shippers' transportation needs.

Carrier shall be required to perform timely and reliable pick-up and delivery of all freight shipments in accordance with reasonable schedules.

Carrier cannot salvage the Shipper's freight without written permission from the Shipper and DAI.

Carrier shall keep confidential any information provided to it by the other party relating to that party's operations or business activities, including, but not limited to, the names of the Shippers, Carrier's Subcontractor, and customers. Carrier must agree to hold all such information in confidence and shall not use any such information other than for the benefit of the other party or in performance of its obligations pursuant to the award of Freight Responsibility.

Operational Requirements:

Transfer of Title and Risk of Loss:

The Shipper shall retain title to the Product until the Product is delivered to and accepted by the Destination Facility. Provided, however, the Carrier or Other Carrier shall be responsible for any and all loss incurred during transit of the

Product to the Destination Facility, unless the Shipper has delivered Product to a trailer that is outside of the applicable Product temperature range as set forth above.

Unloading Costs:

The Destination Facility is responsible for any and all normal and customary Unloading Costs. However, the Shipper or the Carrier shall be responsible for the Destination Facility's additional Unloading Costs that are caused by extraordinary conditions attributable to the Shipper or the Carrier. Extraordinary conditions include, but are not limited to, damaged pallets, damaged Product, shifted loads, load configurations that do not conform to the specifications set forth on the IPC Landed Cost Report, unusual load configurations that necessitate non-customary unloading activities and late deliveries (each condition an "Exception"). In the event the Destination Facility incurs additional Unloading Costs because of an Exception, at the Destination Facility's discretion, settlement and payment of such additional Unloading Costs may be made with the Carrier's driver at the time of delivery or such additional Unloading Costs were incurred. In either event, the Destination Facility will complete an Unloading Exception Report describing the Exceptions and identifying the additional Unloading Costs resulting therefrom and the Destination Facility will submit the completed Unloading Exception Report, to IPC, Agent, the Shipper and the Carrier.

Miscellaneous:

The Carrier shall comply with all applicable laws, rules and regulations of any duly constituted governmental authority affecting the performance of the services to be rendered pursuant to the award of Freight Responsibility. The Carrier shall be solely responsible for any acts, omissions, and/or violations by its employees, agents and representatives, including those of the Carrier's Subcontractor. The Carrier shall comply with all laws, rules and regulations of any duly constituted governmental authority applicable to its performance of the transportation services to be rendered.

Neither the Carrier nor IPC shall disclose any information regarding the Operations Manual or any amendments or attachments hereto (hereinafter collectively "Confidential Information"), except:

- As may be required by law or regulation;
- As is necessary to effect or further the purposes of the Operations Manual;
- When such disclosure is between a parent and its subsidiary or corporate affiliate; or
- When required in connection with an audit by an accounting or law firm, so long as the disclosing party is responsible for ensuring compliance with this confidentiality requirement by the accounting or law firm.

The Shippers and/or the Destination Facilities must take responsibility for the control, custody, and destruction of all SUBWAY[®] Proprietary Products delivered or returned to them. The refusal of the Shipper and/or Destination Facility to take custody of all freight offered for delivery creates the possibility of SUBWAY[®] Proprietary Products being controlled and held in the custody of unauthorized agents.

All SUBWAY[®] Proprietary Products that are not accepted by a Destination Facility due to damages or any other failure to meet specifications shall be held in custody by such Destination Facility. The Destination Facility must clearly note damages on delivery bills of lading and notify the Shipper and Carrier of all refused Product. The Shipper must provide the Destination Facility with handling instructions for refused Product. The Destination Facility must comply with all Shipper requests to document, communicate and photograph refused Product.

The Destination Facilities cannot release refused freight to a Carrier without written or electronic instruction from the Shipper.

The Carrier must have authorization from DAI prior to the destruction, disposal, salvage or donation of any SUBWAY[®] Proprietary Products. The Carrier must complete, sign and submit the DAI Product Disposal Authorization form. SUBWAY[®] Proprietary Products must be completely logo free before any salvage or donation of Product. SUBWAY[®] Proprietary Products must be completely logo free before any destruction or disposal unless the destruction or disposal will, in and of itself, remove or eliminate all identifying marks and logos. Disposed Product must be managed and processed in accordance of all local, state, and federal regulations. SUBWAY[®] Proprietary Products cannot be used internally or externally unless such use is authorized by DAI. All destruction/disposal processes are subject to review by IPC and/or DAI. A certification of destruction must be forwarded to DAI and IPC upon destruction of any SUBWAY[®] Proprietary Products.

DAI Product Disposal Authorization

Carrier must have authorization from DAI prior to the destruction, disposal, salvage or donation of any SUBWAY^{*} Proprietary Products. Such authorization must be obtained by completing and submitting the DAI Product Disposal Authorization form in the following format:

Carrier Name:	
Product Description:	
DAI/IPC Product #:	Distributor Product #:
UPC Code:	Manufacturer Name:
Product Supplied by:	Number of Cases to be Disposed:
Reason for Product Disposal:	· ·
	novement 🔲 Test item w/no movement Other
	sal (please specify LTO window, test name, dates, who at the
local level requested the item):	
·····	
How will product be disposed (check all t	
Sold to 3 rd party Other	acility Donated to prison Donated to food bank
	Carrier must include an example picture of how the corrugate
and internal packaging will be distressed so SUBWAY [®] markings are not recognizable.	
	rnal packaging distress beyond recognition included
Date product disposed:	
Name and Signature of DAI/FWH Personnel Completing Form:	
	Date:
By signing this form you confirm that all	I SUBWAY [®] markings are distressed beyond recognition (both
internal and external) and waive all claims for product found after this date. If addition Product is found	
after completing and signing this form, you must contact DAI/ IPC for authorization to dispose additional	
product beyond the number of cases indicated on this form.	
Name and Signature of Carrier Personnel:	
	Date:

IPC GIFT POLICY

This Gift Policy applies to all employees of Independent Purchasing Cooperative, Inc. ("IPC"), regardless of their position, and to the members of the IPC Board of Directors. Occasionally, a person or company may choose to provide an employee or Board member with a gift or personal benefit. However, at no time should an employee or Board member ever solicit gifts, entertainment or favors from any Suppliers, Distribution Centers, Suppliers, Consultants, Development Agents and DA staff, franchisees, franchisee organizations or Affiliates, or any other entity doing business with or contemplating doing business with IPC for personal benefit, either directly or indirectly.

Gifts valued over one hundred (\$100.00) United States dollars, or the equivalent amount in local currency, may not be accepted unless the employee or Board member has obtained written approval from the Executive Committee of the IPC Board of Directors stating that acceptance of such gift is reasonable.

An employee or Board member may only accept an Acceptable Gift, as set forth below, from the same person and/or company two (2) times during a calendar year. Additional gifts, even if valued at less than one hundred (\$100) dollars, are not permitted. Also, gifts from different employees in the same company count as gifts from the same company.

Acceptable Gifts may include but are not limited to:

- Calendars, pens, gift baskets, flowers, fruit baskets, etc.
- Non-business related meals. Guests also may be included provided the invitation was also extended to them. Guest invitations should never be solicited.
- Tickets to events if the employee or Board member is accompanied to the event by the individual offering the tickets. The employee's Supervisor must be informed of the intended outing.

It is never acceptable to solicit or accept the following:

- Hotel rooms for non-business travel.
- Use of vacation condos, homes, etc. for non-business travel.
- Cash, gift certificates, stock or other marketable securities in any amount.
- An invitation to an event involving a trip (trip being defined as more than three hours away from the employee's or Board member's home).
- Any gifts or repeated gifts, even if otherwise acceptable, that are given with the intent or prospect of influencing the employee's or Board member's business decision-making.

If there are circumstances in which it would be embarrassing to refuse a gift or other personal benefit that is not an Acceptable Gift, the employee or Board member may accept such gift or personal benefit, and advise his or her Supervisor or the Executive Committee of the IPC Board of Directors, who will determine what he or she should do with the gift. Depending upon the circumstances and the type of gift, the employee or Board member may be required to return the gift, share it with his or her coworkers or Board members or donate it to a local charity. If an employee or Board member has any questions concerning whether or not a gift is acceptable, he should discuss the matter with his or her Supervisor or a Human Resources staff member.

Business related travel or meals are not considered gifts. An employee or Board member must get approval from his or her Supervisor for all business-related travel that is being paid for by a party other than IPC. Occasionally, a Supplier or Vendor may offer a discount on services or products purchased by IPC employees and/or Board members. Such discounts can only be accepted when they are available to all employees and/or Board members and notice of such fact is given to all employees and/or Board members.

DAI Vendor Employment Practices Code of Conduct

VENDOR EMPLOYMENT PRACTICES CODE OF CONDUCT

Subway IP Inc. ("SIP"), the owner of the SUBWAY[®] trademark and the SUBWAY[®] restaurant system, is committed to conducting its business in a socially responsible manner. SIP, together with its affiliates worldwide, expects all Vendors that are approved to provide goods or services to SUBWAY[®] franchisees to also conduct their business in a socially responsible manner that is consistent with, and follows workplace standards that adhere to this Code of Conduct (the Code).

I. This Code applies to all vendors approved by SIP or its affiliates to either supply services or supply or manufacture merchandise or other goods to be sold to SUBWAY[®] franchisees throughout the world. A reference in this Code to SIP includes SIP's affiliates.

The term "Vendor" includes all persons or entities who have entered a written agreement with SIP or who have been approved by SIP to enter into an agreement with one of the franchisee controlled purchasing co-operatives or advertising funds to supply goods or manufacture products to be sold to SUBWAY[®] franchisees including, but not limited, to those which may bear the name, trademarks, and/or images of SIP.

Vendors are also responsible for ensuring that their suppliers adhere to this Code. This includes each supplier, contractor, subcontractor, or manufacturer that (a.) is engaged in a manufacturing process that results in a finished product or (b.) grows, supplies, or furnishes food, food products, ingredients, or other raw materials that are sold to SUBWAY[®] franchisees or which are incorporated into other products that are sold to SUBWAY[®] franchisees. "Manufacturing process" shall include assembly and packaging.

A Distributor is defined as an entity that purchases and resells approved SUBWAY[®] products and/or ingredients to SUBWAY[®] restaurants. Notwithstanding the application of this Code to all Vendors, in the event that the Vendor is solely acting as a Distributor to SUBWAY[®] restaurants, the obligations of the Distributor are limited as follows: a. if the Distributor is purchasing from Vendors who are otherwise approved to supply the SUBWAY[®] system, a Distributor is not required to ensure that such Vendors (or their Suppliers) are complying with this Code; b. if the Distributor is serving other businesses that are not part of the SUBWAY[®] system the Distributor is not required to ensure that those businesses or the supplier of those businesses are complying with this Code; and c. if Distributor is subject to specific Provincial, State, or Federal law on areas covered by this Code, including but not limited to Paragraph III., D, E, and F, provided that Distributor is complying with such Provincial, State, or Federal law, then those provisions shall not be applicable to Distributor.

II. All Vendors seeking to be approved to produce, supply, and/or sell products or services to SUBWAY^{*} franchisees including, but not limited to, authorization to produce, supply, and/or sell products bearing the name, trademarks and/or images of SIP, must comply with this Code and ensure that its Suppliers comply with this Code.

III. All Vendors must operate workplaces that adhere to the following minimum standards and practices:

- **A. Legal Compliance:** At a minimum, comply with all applicable legal requirements of the country in which products are grown, harvested, produced, packed, or manufactured. Where this Code and the applicable laws of such country conflict or differ, the higher standard shall prevail.
- **B.** Ethical Principles: Conduct their business according to a set of ethical standards that include, but are not limited to, honesty, integrity, trustworthiness, and respect for the unique intrinsic value of each human being.
- C. Employment Standards: Workers, including employees supplied by labor contractors, are present to work voluntarily, are not at undue risk of physical harm, are fairly compensated, and are not exploited in any way. In

addition, the Vendor and its labor contractors must adhere to the specific guidelines set forth in Paragraphs D through L of this Section V.

- **D. Wages and Benefits:** Provide wages and benefits which comply with all applicable laws and regulations, which specifically account for all hours worked, and which match or exceed the local prevailing wages and benefits in the relevant industry.
- E. Working Hours: Except in extraordinary circumstances, employees shall (1) not be required to work more than the lesser of (a) 48 hours regular time hours and 12 hours overtime per week, or (b) the limits on regular and overtime hours allowed by the law of the country of employment; and (2) be entitled to at least one day off in every 7-day period.
- **F.** Overtime Compensation: In addition to their compensation for regular hours of work, employees shall be compensated for overtime hours at such a premium rate as is legally required in the country, but not less than at a rate equal to their regular hourly compensation rate.
- **G.** Child Labor: No person shall be employed at an age younger than 15 (or 14 where, consistent with International Labor organization practices for developing countries, the law of the country allows such exception). Where the age for completing compulsory education is higher than the standard for the minimum age of employment stated above, the higher age for completing a compulsory education shall apply to this section. Vendor agrees to work with governmental, human rights, and non-governmental organizations, as determined by SIP and Vendor, to minimize the negative impact on any child released from employment as a result of the enforcement of this Code.
- **H.** Forced Labor/Slavery: There shall not be any use of forced labor, whether in the form of prison labor, indentured labor, bonded labor or otherwise. Forced Labor specifically includes the use or display of weapons (firearms, knives, etc.) for the purpose of intimidation of workers.
- I. Health and Safety: Provide workers with a safe and healthy work environment. If residential facilities are provided to workers, they must be safe and sanitary facilities.
- J. Nondiscrimination: Employ individuals solely on the basis of their ability to perform the job.
- **K.** Harassment or Abuse: Every employee shall be treated with dignity and respect. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse. Vendors shall not use or tolerate any form of corporal punishment.
- L. Freedom of Association: Recognize and respect the right of employees to freedom of association.

IV. Verification: Prior to any approval or renewal of approval by SIP, each Vendor must provide the following information:

- **A.** Identification: The company names, owners and/or officers; and addresses, phone numbers, email addresses of all the Vendor's Suppliers and manufacturing, planting, harvesting, processing, or packing plants that are involved in the manufacturing process, production, or processing of products or goods or to be incorporated in the goods for sale to SUBWAY[®] franchisees including, but not limited to, those which bear, or will bear, the name, trademarks and/or images of SIP.
- **B.** Assurances: A written assurance that Vendor shall adhere to this Code and that it will require any Supplier to also adhere to this Code.

C. Implementation and Enforcement: A summary of the steps taken, and/or difficulties encountered, in implementing and enforcing this Code at each workplace.

V. **Disclosure and Notification:** All Vendors must immediately report to SIP any changes in their business operations that materially affect the application of this Code. Material changes include, but are not limited to the following: the selection of a new factory, supplier, repacker, labor contractor, farm, or farming operation. Vendors must notify their employees of the standards of this Code. Vendor shall require that its Suppliers provide notice of these standards to Supplier's employees.

VI. **Responsibility:** It is each Vendor's responsibility to ensure its compliance with this Code, and to require that its Suppliers are in compliance with this Code.

VII. Audit: Upon reasonable advance written notice, during business hours, and subject to execution of a nondisclosure agreement, SIP reserves the right to conduct or have its designee conduct inspections or audits of Vendors and their business practices, records, facilities. Vendors will keep all information necessary to document compliance with these standards readily accessible. SIP may also require Vendor to supply documentation, including audit reports, verifying compliance of Vendor's Suppliers with this Code. Any Vendor who refuses to allow such inspections or interviews, or who does not comply with these standards, is subject to immediate termination of its status as an approved Vendor to the SUBWAY[®] system.

VIII. Investigation: SIP will investigate, or direct its affiliate, or the purchasing co-operative, or a social accountability auditor to investigate all credible complaints received from any of the franchisee controlled purchasing co-operatives, any government agency, any worker's rights organization, or any individual that this Code is intended to benefit. A credible complaint may not be anonymous but may protect the identity of the individual and should, through a description of the facts, be sufficient to indicate how relevant laws, regulations, or codes (including this Code of Conduct) may have been violated, ("Complaint").

IX. Enforcement: Enforcement of this Code of Conduct shall be in accordance with SIP's Vendor Employment Practices Code of Conduct Enforcement Policy.

The Code is subject to amendment to reflect any subsequently developed standards either by SIP or any other organization whose standards SIP chooses to adopt.

DAI Vendor Employment Practices Code of Conduct Enforcement Policy

VENDOR EMPLOYMENT PRACTICES CODE OF CONDUCT ENFORCEMENT POLICY

Subway IP Inc. ("SIP") has adopted the following Enforcement Policy applicable to Vendors against which either Complaints have been made and verified concerning their failure to adhere to SIP's Vendor Employment Practices Code Of Conduct, (the "Code").

It is SIP's intent that all Complaints brought to SIP in accordance with the Code be investigated.

If the Complaint has been brought by a worker's rights organization, SIP intends to work with such worker's rights organization to investigate the Complaint and reach a prompt determination of whether or not a violation has occurred. If SIP and the worker's rights organization are unable to agree that there are reasonable grounds to believe that a violation has occurred, SIP and the worker's right organization will jointly refer the Complaint to any applicable government enforcement agency. (Alternatively, both SIP and the worker's rights agency may determine that the Complaint is so serious that it should be referred directly to the applicable government enforcement agency.) If an applicable government enforcement agency determines that a violation has occurred, SIP will then take the action described below or SIP may in

its sole discretion revoke approval of the Vendor and/or Supplier. If no worker's rights organization is involved, then SIP will cause an independent investigation to be conducted to determine if a violation has occurred or SIP may refer the Complaint to any applicable government enforcement agency. If a determination is made that a violation has occurred as set forth above, then the Complaint will be resolved in accordance with the provisions stated below or SIP may in its sole discretion revoke approval of the Vendor and/or its Supplier.

Violations of the Code are divided into two categories zero tolerance violations and curable violations as follows:

Zero Tolerance Violations:

- 1. A conviction for peonage or indentured servitude by Vendor or an employee of Vendor, whether direct or contracted.
- 2. Physical violence against Vendor's worker(s) whether by or at the direction of the Vendor, or by any supervisor, crew leader, or contracted or direct employee of the Vendor or physical violence against any of Vendor's Supplier's worker(s) whether by or at the direction of the Supplier, or by any supervisor, crew leader, or contracted or direct employee of Supplier unless the offending person(s) are fired and corrective action taken immediately upon discovery of the incident.
- 3. Systemic violations of Paragraph III.D. of the Code (wage violations are systemic if evidenced by incorrect payments in any payroll period affecting: a) at least 5 % of all of Vendor's or its Supplier's employees; or, b) at least 20 % of all Vendor's employees, or its Supplier's employees, in any one crew).
- 4. Systemic violations of Paragraph III.G., J., and K. of the Code.

Consequences of Zero Tolerance Violations:

SIP will revoke any approval for a period of not less than six months (if the revocation of approval is for a grower of a specific crop the revocation shall occur during the actual harvesting season for that specific crop) and the revocation shall continue until the violation has been cured to the satisfaction of SIP. Alternatively, SIP may determine that other disciplinary actions may be appropriate considering measurable action taken by the Vendor that addresses the Code violation and, after monitoring Consequences of Curable Violation below, which action is likely to prevent similar situations from reoccurring. If a worker's rights organization was involved in investigating the Complaint, SIP will seek their opinion concerning whether or not a violation has been cured. If approval of a Vendor is not revoked for a zero tolerance violation and the same or a substantially similar type of violation is again associated with the same Vendor within the following six months, then SIP shall revoke the approval of that Vendor for a period of not less than 1 year. It is understood that SIP may require reasonable time, not to exceed 90 days, to transition purchases from any Vendor whose approval has been revoked.

Curable violations:

- 1. A conviction for peonage or indentured servitude by any of Vendor's Suppliers.
- 2. Repeated discrimination on the individual level, as evidenced by two or more findings of individual probable cause of race, religious, national origin, gender, or sexual orientation, or other discrimination by the EEOC or any similar state or federal agency, or any other evidence sufficient to substantiate such discrimination.
- 3. Repeated sexual harassment on the individual level, as evidenced by two or more findings of individual probable cause of sexual harassment by the EEOC or any similar state or federal agency, or any other evidence sufficient to substantiate such harassment.
- 4. Retaliatory firing of worker(s) for defending or asserting legal rights, including their right to associate, as established by any evidence sufficient to substantiate such a claim of retaliatory firing.
- 5. Worker endangerment, which shall include any pesticide poisoning significantly affecting more than two workers as a result of the same incident, two or more equipment failures in one season that harm worker(s), or any lightning injuries in a season, unless, the Vendor or Supplier, can that demonstrate a) the pesticide poisoning, equipment failures or lightning injuries were not the result of negligent conduct by the Vendor or Supplier, and b) within the time frame set forth in Consequences of Curable Violations, Paragraph 1 below, steps have been taken that will prevent these violations from reoccurring.

6. Repeated wage violation(s) on an individual level, as demonstrated by evidence in two or more cases of alleged nonsystemic wages violations sufficient to substantiate the claim(s).

Consequences of Curable Violations:

- 1. Within fifteen (15) business days of being notified of a curable violation, the Vendor must present a remedial plan, which includes a time frame for each corrective action. If the violation was a conviction for peonage or indentured servitude by any of Vendor's Suppliers then Vendor's plan must impose a Zero Tolerance measure not less than what is set forth as a consequence for a Zero Tolerance Violation above. If the Complaint was brought by a worker's rights organization then SIP will consult with that worker's rights organization regarding the likely effectiveness of the proposed remedial plan before informing the Vendor whether the plan is acceptable otherwise SIP will make these determinations at its sole discretion. If the plan is not deemed acceptable, the Vendor shall have the option of adopting amendments to the plan suggested by SIP or of developing another remedial plan that will be reviewed in the same manner. If the second corrective plan is also deemed unacceptable by SIP then the Vendor (or Supplier) shall implement the first corrective plan with the suggested amendments. SIP will set a target re-audit date for the Vendor, (at Vendor's expense) and the time frame for any corrective action or re-audit may be extended at SIP's sole discretion, except that final corrective action shall in all cases be accomplished as quickly as feasible and in any event within 4 weeks, unless extended by SIP.
- 2. If continuous improvement and eventual full compliance are not achieved within the time frames described in Consequences of Curable Violations, Paragraph 1 above, SIP will terminate the Vendor's (or Supplier's) approved status until such time as the Vendor (or Supplier) remedies the situation to the satisfaction of SIP and the worker's rights organization (if involved); provided that SIP may give the IPC, SFAFT, or other advertising fund reasonable time, not to exceed 90 days, to transition purchases from that Vendor.

Sustainability Reporting

The Carrier shall, upon request by IPC, complete and submit sustainability information to an independent third-party Sustainable Procurement Platform. Carrier must retain a satisfactory score as defined by IPC. Carrier is responsible for any fees associated with sustainability reporting.

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NOTE Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C_14706(c)(1)(A) and (B).		
RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and all terms and upon the NMFC fullorm Straight Bill of Lading.		
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