

Bill to:

XTC US XPRESS INC US INC

,

,

Invoice Date: 05/26/2023 Invoice #: 4344689 Terms: NET 30 Due Date: 06/26/2023

Date	Customer Ref#	Origin - Destination	Quantity	Rate	Amount
05/24/2023		1500 State Docks Road, Phenix City, AL 36869, USA - 100 White Star Rd, Blandon, PA 19510, USA			
			1	2700	2700

TOTAL			
2700			

### 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



### **Load Tender and Rate Agreement Sheet**

Carrier Must Reference Ord#: 4344689 on invoice to expedite payment process.

Detention is waived if Carrier misses their Appointment time

Carrier: BRZ

EL MONTE, CA

708-303-5150

Order#: 4344689

RIKBUR

Segment#

4421831

Equipment VAN Type:

Size.

Miles: 875

Origin Pick LIVE LOAD

Up:

Final Delivery: LIVE

**UNLOAD** 

#### LOAD IS NOT TO BE BROKERED OR FEES CAN OCCUR

### **Dispatch Instructions:**

Driver must say they are picking up and delivering for US Xpress Logistics.

Carrier must notify ÚS Xpress Logistics if they will be late to a pick up or delivery appointment. If an appointment is missed, US Xpress Logistics will reschedule the appointment for the next available appointment time with the customer. US Xpress Logistics will not be financially responsible to Carrier for any costs incurred by Carrier due to US Xpress Logistics resetting the appointment.

Carrier must provide the tractor and trailer numbers, driver's name and cell phone number, the PRO number, and after hours contact.

Overages, shortages, damages must be reported to US Xpress Logistics while Carrier is still at the customer delivery location and noted on the Bill of Lading. Notification shall be made to the Carrier Representative noted on the rate confirmation.

All unplanned accessorial charges must be communicated to US Xpress Logistics by Carrier immediately and approved by US Xpress Logistics in writing in order to be paid. In order for Carrier to receive payment for detention, Carrier must provide US Xpress Logistics at least thirty (30) minutes' notice prior to detention taking effect, send the IN and OUT times on the Bill of Lading, and receive US Xpress Logistics' prior written approval for the detention charge. Late arrival at pick up or delivery will automatically disqualify Carrier from receiving payment for detention. IN and OUT times must be written on the Bill of Lading by the customer (if the customer refuses, Carrier must get the name of that person and report it to US Xpress Logistics immediately).

In addition to the other requirements set forth herein, before paying or agreeing to any lumper services, Carrier must notify the Carrier Representative noted on the rate confirmation at US Xpress Logistics and get prior authorization/approval in writing in order to get full reimbursement. Carrier must provide a signed lumper receipt to receive payment for a lumper service.

All special instructions on the rate confirmation sheet must be performed at the negotiated rates.

Cargo must be inspected by Carrier at pick-up and delivery, unless pre-sealed by the customer or a drop and hook.

The Carrier must review the Bill of Lading to ensure all terms are met.

Carrier is responsible for matching all information on the Bill of Lading given to the driver to that which is on the rate confirmation. Any costs incurred by US Xpress Logistics due to Carrier's failure to notify US Xpress Logistics' Carrier Representative of any discrepancies while at the shipper will be the Carrier's responsibility.

A signed Bill of Lading must be furnished with Carrier's invoice to receive payment.

Carrier shall be responsible for adhering to Shipper's instructions communicated to Carrier on a load-by-load basis. Carrier agrees that food that has been transported or offered for transport under conditions that are not in compliance with the Shipper's instructions, as provided to Carrier by the Shipper, may be considered "adulterated," as determined by a qualified individual, within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. §342(I), and its implementing regulations. Carrier understands and agrees that adulterated shipments may be refused by the consignee or receiver, upon their delivery, at destination without diminishing or affecting Carrier's liability in the event of a cargo claim.

Carrier shall be willing, upon Broker's request, to accept satellite or cell phone tracking through a third party vendor.

Any supplemental Service Requirements will be communicated to Carrier on a per shipment basis.

Carrier shall not make any alterations or repairs to U.S. Xpress equipment without the prior approval of U.S. Xpress. For notice and approval regarding U.S. Xpress trailer maintenance, damage, or repairs, contact the USX Carrier Rep for this load at their direct phone number listed at the bottom of this rate confirmation, or contact the general U.S Xpress brokerage phone number at 866-266-7270 and follow the prompts for carriers.

Total Weight: 42,000 LBS

Ord# 4344689 Total Pay(USD): \$2,700.00

Linehaul Pay: \$2,700.00

Fuel Surcharge: \$0.00

Add. Accessorials: \$0.00

Service Bonus: \$0.00

### **Order Comments:**

. USX SHIPMENT ID: 01-4334552

FRT DETAIL PO #: 323044 FRT DETAIL PO #: PU323044

PU#323044 PU 7-1400 (MUST BE SIGNED IN B Y 2PM) 23 PALLETS 42K LBS OF CARBON B LACK- NON H AZMAT:

Company	Pallets/Pcs	Appointment Type	Early	Late	Weight UOM
P/U Point CONTINENTAL CARBON- AL	23	Appt Set	5/24/2023 10:00 AM	5/24/2023 2:00 PM	42000LBS
1500 STATE DOCKS RD					
PHENIX CITY,AL/RUS 36869					
Commodity: UNKNOWN	Р	ickup Reference #:PU3230	44, XPM Shipper		
	#	:PU323044, Frt Detail PO #	:PU323044		
D/R Point TH GLENNON	23	Appt Set	5/26/2023 11:00 AM	5/26/2023 11:00 AM	42000LBS
100 WHITE STAR RD					
BLANDON,PA/BER 19510					
Commodity: UNKNOWN	X	PM Shipper #:PU323044, F	rt Detail PO #:323044		

Carrier Rep: PRESTON BOOTH

Email: PBOOTH@USXPRESS.COM

Carrier Contact Name: tiffany louie

Phone: (423)408-6709

Date: 05/23/2023 Carrier Signature: Richard Alic

Please Sign and Fax back to U.S. Xpress Logistics @ ()-423

# Terms and Conditions: U.S. Xpress Logistics hereby referred to as USX Logistics

- The rates set forth in this an independent contractor agreement("Agreement") between the parties and are for the above stated service/load only and are not valid for any other business between the undersigned parties.
- Carrier agrees to indemnify, defend and hold harmless USX
  Logistics and its customers from any loss, damage, liability,
  expense or claim relating to, resulting from, or arising out of
  Carrier's services, including, but not limited to, Carrier's
  negligent or willful acts or omissions. Carrier shall be liable for
  all loss, damage, injury to or delay of freight shipped
  hereunder in accordance with 49 U.S.C. 14706.
- USX Logistics agrees to pay Carrier within 30 days of receipt
  of Carrier's undisputed invoice provided all necessary
  documentation, including but not limited to the original Bill of
  Lading for the load and the rate confirmation sheet with
  amounts matching the invoice, has been provided to USX
  Logistics. Carrier agrees to look solely to USX Logistics for
  payment and shall not make any demand upon USX Logistics'
  customer ("Shipper") for payment. Shipper is a third party
  beneficiary of this Agreement. USX Logistics will have the
  right to offset payments owed to Carrier upon a claim by USX
  Logistics or Shipper regarding any damage to any shipment.
- Carrier understands and agrees that for a period of 1 year
  from the date of the Agreement, Carrier shall not back solicit,
  directly or indirectly, any Shipper whose transportation needs
  were disclosed to Carrier in connection with this Agreement.
  As liquidated damages, Carrier agrees to pay a 15%
  commission on all traffic handled for Shippers whose
  transportation needs were disclosed to Carrier in connection
  with this Agreement for a period of 1 year.
- Carrier warrants to USX Logistics (and Shipper) that it meets the following criteria and that it shall promptly notify USX Logistics (and Shipper) of any failures to meet any of the following criteria: (a) Carrier shall maintain all risk cargo insurance in the amount of not less than \$100,000 per shipment; (b) Carrier shall maintain motor carrier automobile public liability insurance for property damage and personal injury in the amount of not less than \$1,000,000; (c) Carrier shall maintain workers compensation insurance as required by state law; (d) Carrier shall agree to provide certificates of insurance upon request; (e) Carrier shall maintain "Satisfactory" U.S. DOT safety ratings or the equivalent CSA scores and is otherwise authorized to provide the proposed services; and (f) Carrier shall be in compliance with all applicable laws.

Carrier agrees that all freight tendered to it by USX Logistics shall be transported on equipment operated only under the authority of Carrier and Carrier shall not in any manner subcontract or broker

Carrier agrees that the rates and charges herein are the only rates and charges to be paid by USX Logistics. No other tariff rates or charges will apply. USX Logistics will only pay additional charges if charges are agreed to in writing and USX Logistics is able to collect the charges from Shipper. Carrier must inform USX Logistics within 24 hours of any unplanned accessorial or other additional charges incurred. USX Logistics will not reimburse detention charges unless "in" and "out" times are clearly stated on the Bill of Lading. USX Logistics will reimburse Carrier for approved lumper costs upon submission by carrier of a signed receipt.

- If a shipment is rejected by Consignee, USX Logistics has the option to either (1) have Carrier place the load in storage or (2) have Carrier return it to the point of origin or some other point of destination specified by USX Logistics.
- If Carrier cannot complete delivery as agreed, USX Logistics may take whatever steps necessary to have such shipment completed, with Carrier responsible for any extra costs incurred by USX Logistics in doing so.
- Carrier waives all rights to any claim for a lien on the shipment.
- Carrier is to be named on the Bill of Lading as "carrier of record". Any term or provision on a bill of lading or other document inconsistent with this provision is void and unenforceable.
- This written Agreement contains the entire Agreement between the parties and may only be modified by signed written Agreement. If there is a signed Broker/Carrier Agreement or signed accessorial Agreement in effect between Broker and Carrier, any terms of such Agreement that conflict with this Agreement shall take precedence over this Agreement. Tennessee law, venue and jurisdiction shall apply. Failure by USX Logistics to enforce any provision of this Agreement does not constitute any waiver of any rights or remedies under this Agreement. If any provisions of this Agreement are declared invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

Carrier's signature below or its acceptance of any load tendered by USX Logistics constitutes confirmation of and agreement to all information and terms and conditions set forth above and posted at <a href="http://www.usxpress.com">http://www.usxpress.com</a>.

Carrier Rep: PRESTON BOOTH

Carrier Contact Name: tiffany louie

Date: 05/23/2023

Email: PBOOTH@USXPRESS.COM

Phone: (423)408-6709

Carrier Signature: Richard Slice







**SAME DAY** 

2% QP

5-DAY

1.5% QP

**STANDARD** 

**30 DAY** 

Standard Mail: Not Recommended (Days To Pay Increased): Transflo- 6101 Strawberry Lane, Ste 103 Louisville, KY 40215

# PLEASE SEND INVOICES\* TO:

U.S. Xpress

Standard: logisticsap@usxpress.com QuickPay: logisticsqp@usxpress.com Total Transportation of Mississippi

Standard: logisticsap@totalms.com QuickPay: logisticsqp@totalms.com

# **Payment Inquiries**

Login to TriumphPay or email paystatus@triumphpay.com

Phone: (469)312-7222

Factoring? Invoice Us Directly. If you take QuickPay, you don't need to invoice your factoring

CORPORATE CONTACTS

U.S. Xpress

4080 Jenkins Rd Chattanooga, TN

37421

(423)510-6583 MC#188121

Federal Tax ID #62-1255088 Surety Bond #: 702-188121 Total Transportation of Mississippi

125 Riverview Drive Richland, MS 39218

(601)936-2104 MC#239097

company.

Federal Tax ID #04-3643789 Surety Bond #: 929446280

Sign Up/Register your account and connect with U.S. Xpress by logging into: www.TriumphPay.com

Carrier Rep: PRESTON BOOTH

Email: PBOOTH@USXPRESS.COM

Carrier Contact Name: tiffany louie

**Phone:** (423)408-6709

Date: 05/23/2023 Carrier Signature: Richard Alic

Please Sign and Fax back to U.S. Xpress Logistics @ ()-423

<sup>\*</sup>Paid within terms from date of receipt of all correct paperwork.

Carrier Rep: PRESTON BOOTH

Email: PBOOTH@USXPRESS.COM

Carrier Contact Name: tiffany louie
Phone: (423)408-6709

Date: 05/23/2023 Carrier Signature: Richard Alic

Please Sign and Fax back to U.S. Xpress Logistics @ ()-423  $\,$ 



# **Accesorial Agreement**

Below is the detailed Xpress Technologies accesorial payment schedule. Please note that GPS data is the default method for shipment and detention verification.

DETENTION				
Free Time	2 Hours			
Hourly Charge	\$40/hour			
Max Charge	\$200			

# Notes:

- Xpress Technologies will only charge detention if carriers are checked in before requested appointment time.
- Free time begins at time of appointment if strict or at time of arrival for open windows.
- Charges paid in 15-minute increments.

OTHER				
Layover	Solo \$150/Day Team \$300/Day  Dry Van \$150 Refrigerated \$200			
TONU (Truck Ordered, Not Used)				
Extra Stop	\$50/Stop			
Trailer Storage	48 Hours Free for Business Days, \$35/Day After			
Driver Assist	\$60/Stop - Must be notified prior for approval			
Redelivery	Rate agreed upon at time of redelivery			

GPS data is the default method for shipment and detention verification.

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Carrier Rep: PRESTON BOOTH

Carrier Contact Name: tiffany louie

Date: 05/23/2023

Email: PBOOTH@USXPRESS.COM

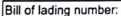
Phone: (423)408-6709

Carrier Signature: Richard Alice

CCC-155168

### Ship From

Continental Carbon Company 1500 East State Docks Road Phenix City, AL 36869



### Consignee

T H Glennon Co Inc 100 White Star Rd Blandon, PA 19510

# Send Freight Bill To

T H Glennon Co Inc 25 Fanaras Dr Salisbury, MA 01952-1443

Freight charge terms

Prepaid

Χ Collect

Third party

Order Number | 00323044

Customer PO | 04042023L

Carrier | CUPU

Ship Date | 5/24/2023

Trailer number | 306 800

Freight Terms | EXW

Special Instructions:

No. of Pkgs.

Type of Pkgs.

Description

Weight

Shipper load and Consignee unload Blacks(Carbon Gas: Lamp; Oil) Granular 17lbs/cu ft. NMFC Item 23900 Class 77.5

20.00

Pallet

N339-0-S8H:CONTINEX N339

41,422

Seal Number | 872788 42,822 Gross Weight 1,400 Tare Weight 41,422 Net Weight |



Seller disclaims any responsibility for inaccuracies herin in furnishing customer code numbers, which are furnished solely as a convenience to the customer, at its request. Under no circumstances should code numbers be relied upon for product identification or use.

For help in chemical transportation emergencies involving spill, leak, fire, or exposure, phone toll free, day or night:

USA: 1-800-255-3924

Mexico: 1-800-099-0731 International: 1-813-248-0585 This is to certify that the above named materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the department of transportation.

Shipper Signature

Carrier Signature

Agent must detach and retain this Shipping Order and must sign the Original Bill of Lading

Up 5-26-23





Ship Date 05/24/2023

# Shipper

Continental Carbon Company 16850 Park Row Houston, TX 77084 USA

# Consignee

T H Glennon Co Inc 100 White Star Rd Blandon, PA 19510

Sales Order | 00323044 Customer PO | 04042023L Carrier / Broker | CUPU Vehicle ID 305 800

Line No	Shipment Line No	ltem	Description Customer Part No	Lot Number	Quantity	UOM
1	0	N339-0-S8H	N339-0 S80 Super Sack	230216-035213	41,422	lb

 Seal Number |
 872788

 Gross Weight |
 42,822 lb

 Tare Weight |
 1,400 lb

 Net Weight |
 41,422 lb