



**Bill to:**  
SURGE TRANSPORTATION  
PO BOX 429,  
New Glarus,  
WI,  
53574

Invoice Date: 05/29/2023  
Invoice #: 10250627  
Terms: NET 30  
Due Date: 06/29/2023

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
05/25/2023		2780 BRUNDAGE ROAD BALDWINVILLE NY 13027 - 1950 N Greene St, Greenville, NC 27834, USA			
			1	1100	1100

<b>TOTAL</b>
1100

**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 Agreement for Surge Transportation Inc.**

**SHIPMENT WEIGHT:** If DRY load the total weight can be up to 45,000 lbs.; if REFRIGERATED load the weight can be up to 44,000 lbs.

**TRAILER REQUIREMENTS:** All trailers must be food grade. No leaks, cracks, or odors are allowed. Commingling of product is not allowed even when there is room on the trailer. Shipments arriving with BROKEN SEALS, not broken by DOT, or at the INCORRECT TEMPERATURE are subject to complete refusal and a claim may be filed against the carrier for the full value of the product.

**TRACKING:** Mobile telephone satellite tracking is required for this load. Rate includes tracking and there is no charge to the driver's phone bill. If driver is not on tracking and we have to send in another truck to recover load, your company will be placed on our DO NOT LOAD LIST for poor communication. In order to QUALIFY FOR DETENTION your driver must have activated tracking for the duration of the entire trip to verify arrival and departure times. If tracking exception was made in extreme circumstance to remain on load without tracking, check calls must be made via email to [ops@surgetransportation.com](mailto:ops@surgetransportation.com) upon arrival and departure from both shipper and receiver and good communication is expected throughout the entire trip.

**NON-COMPLIANCE:** IF YOU PICK UP THIS SHIPMENT AFTER YOU HAVE BEEN SENT A CANCELTION NOTICE DUE TO NON-COMPLIANCE YOU WILL BE CHARGED THE TONU FOR THE RECOVERY CARRIER THAT WAS TO PICK UP THE LOAD.

**TEAM LOADS:** If you are on a team load, we require two numbers for tracking. We must be notified immediately if drivers are changed and replacement drivers must also be tracking.

**UNLOADING ADVANCES:** Surge will advance unloading/lumper costs which occur during our operating hours. The check fee for this advance is \$10.00. Driver unloading is not permitted and not reimbursed. Send unloading advance requests to [ops@surgetransportation.com](mailto:ops@surgetransportation.com) at the time of unloading. If receipt is audited and not approved by Surge or customer, carrier will not be reimbursed. Lost/unapproved receipts will not be reimbursed and will be charged back if the funds were advanced.

**ON-TIME SERVICE:** Surge is paying for On-Time Service. Carrier certifies that their driver, or drivers if team, has the AVAILABLE HOURS OF SERVICE to pick up and deliver this shipment ON-TIME. Carrier can be charged up to \$50 per hour for late pickups/deliveries or \$300 per day for late deliveries. For non-preventable delays, fees can usually be avoided with an email notifying Surge of the late truck PRIOR to the miss. Customer chargebacks will be passed to the carrier for late fees if they occur.

IF THIS IS AN EXPEDITED SHIPMENT, YOU ARE BEING PAID A PREMIUM TO DELIVER ON-TIME. IF YOU DO NOT DELIVER ON TIME, THE RATE WILL BE ADJUSTED TO THE CURRENT NORMAL MARKET RATE.

**UNAUTHORIZED LAYOVER:** If carrier knowingly picks up this shipment late, or without available driving hours of service, and then cannot make delivery on-time, Surge will not pay layover fees for days required to reschedule delivery appointment. Layovers do not apply to FCFS locations.

**APPOINTMENT RESCHEDULING:** All appointment reschedules must be made by Surge. Carrier shall not reschedule any appointments — this applies especially in the case of Wal-Mart the carrier WILL NOT reschedule delivery appointment and DELIVER EARLY as it causes a FINE from Wal-Mart. If carrier reschedules any Wal-Mart appointments, they will be placed on the DO NOT LOAD list.



**UNEXPECTED COSTS/FEEES:** If there are unexpected miles, layovers, or stop-offs that occur on this shipment before delivery the payment will be the following. Each additional stop off will be paid at \$75 per stop off. Each 24 hr. day of layover will be paid at \$250 per day of layover. Out of route or additional miles will be paid at the SAME RATE PER MILE as the original agreement for hauling the load. Truck Ordered Not Used (TONU) will be paid at \$150.

**DETENTION:** Requests must be submitted to [detention@surgetransportation.com](mailto:detention@surgetransportation.com) within 48 hours of delivery for audit. Approval/denial can take up to 45 days depending on the evidence. If approved, you will receive a new load # for detention only. Please submit invoice for the original load separately to expedite payment. We want you to be paid quickly and not delayed due to detention audit. Email the following information: load number, IN and OUT times written in the body of the email AND recorded on the BOL (attach BOL), indicate whether the detention request is for the pick up/delivery/both. The rate of pay for DETENTION is \$50.00 per hour, after 3 hours, in increments of \$12.50 per 15 minutes. Max \$250 Carriers not using phone/satellite tracking are not eligible for detention since that is how we prove in and out times with customers.

**CARRIERS MOVING PERISHABLE SHIPMENTS:** Carrier will verify that the equipment is suitable for the transportation of food, dairy and milk products for human or animal consumption as well as other perishables, and will comply with all applicable laws and regulations, including maintenance of permits and record keeping requirements as defined by the Food Safety Modernization Act. Carrier warrants that Carrier will inspect or hire a service to inspect vehicle's refrigeration or heating unit at least once each month and that record will be retained for at least one year and provide copies to carrier's insurance and broker upon request. Each unit must maintain adequate fuel levels for refrigeration/heat and assume liability for failure to do so.

**RECOVERY SERVICE:** If carrier picks a load and is not able to deliver, any recovery costs will be charged back to carrier. Surge reserves the right to have another carrier or tow company deliver the load when a delay becomes excessive due to mechanical delay or other issue.

**O.S.D./DAMAGES:** must be emailed at the moment they occur 24/7 with UPC codes case counts, condition, and photos. If product is returned to the trailer, customer will decide disposition and payment will be the following: \$1.25 per mile, plus \$75 stop-off to take it to a local food bank or LTL dock, or return to shipper. If layovers are incurred to complete the return, payment is \$250 per day of layover. Each return or donation requires its own POD for payment of the return portion and/or payment for the original shipment. Non-compliance can further result in a cargo claim if valuable product is returned to trailer.

**INVOICES:** Please send your invoice, BOL, and any additional paperwork to [invoice@surgetransportation.com](mailto:invoice@surgetransportation.com). Make sure and register your account at [Triumphpay.com](http://Triumphpay.com). You can access all your loads and pay details at this site. If you have questions about registering at [Triumphpay.com](http://Triumphpay.com) email [info@triumphpay.com](mailto:info@triumphpay.com) for more info.

**UNDERSTANDING APPOINTMENTS ON YOUR RATE CONFIRMATION:** while we definitely want to service our customer sites with on-time pick-up and delivery, we want our carrier partners and drivers to understand that there can be flexibility with regard to getting loaded and/or unloaded.



- A. Your 'Scheduled Appointment' is the time you are scheduled to load or unload. If you do not arrive on time for the scheduled appointment you will not qualify for detention, but you may still be able to get loaded or unloaded depending on the site's hours and work-in policies.
- B. Your 'Can Work-In No Later Than' time is the time the site closes and stops working in trucks. This is not an appointment window, it is not FCFS, it is not desirable to be late, however there is a very high likelihood that the site needs to keep things moving and will still work with the driver based on their hours and policies.
- C. If the 'Scheduled Appointment' is the same time as the 'Can Work-In No Later Than' time, this means that the site is strict and will not take late trucks – if you cannot make on time you will need a new appointment to be scheduled entirely. Examples: Wal-Mart, Costco, Target, etc...

In the example below, the 'Scheduled Appointment' time is 6am. However, based on site hours and policies, the truck can arrive as late as 23.45 to load or unload as a work-in. In a case such as this, please contact the Surge – Track-Trace Department – [tracktrace@surgetransportation.com](mailto:tracktrace@surgetransportation.com) to notify us of the ETA and call the site to let them know your ETA as well.

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Scheduled Appointment:	10/13/2021 0600
Can Work In No Later Than:	10/13/2021 2345
No Detention Paid if Late to Scheduled Appointment	

### **THANK YOU FOR YOUR PARTNERSHIP!**

**CARRIER SERVICES DEPARTMENT:** While we want every carrier to have a good experience with Surge on every load, we know this can be a challenging business and sometimes things unexpectedly go wrong. If you encounter a problem that your carrier sales rep cannot resolve to your satisfaction, please escalate to our Carrier Services Department by contacting [carrierservices@surgetransportation.com](mailto:carrierservices@surgetransportation.com)

**Remit to Address for Invoice / BOL:**  
**Surge Transportation Inc.**  
**6001 Argyle Forest Blvd. Suite 21-342**  
**Jacksonville, FL 32244**  
**(844) 591-6090**  
**[www.surgetransportation.com](http://www.surgetransportation.com)**

Surge Transportation Inc.  
6001 Argyle Forest Blvd. Suite 21-342  
Jacksonville, FL 32244  
844-591-6090 904-212-2172



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**Load Confirmation**

**10250627**

**Carrier:** ROYAL3 INC  
CHICAGO IL 60638  
**Date:** 05/24/2023

**Contact:** Aleksandra Miljus  
**Phone:**

**\*RATE IS EXPEDITED & DOES NOT QUALIFY FOR DETENTION\***

ALL TERMS SPECIFIED ON THE FULL VERSION RATE CONFIRMATION APPLY TO THIS SHIPMENT.

<b>Order</b>	<b>Order:</b>	10250627	<b>Commodity:</b>	BEER
	<b>Miles:</b>	647.0	<b>Weight:</b>	42500.0
	<b>Temp:</b>	SET PER SHIPPER/ BOL INSTRUCTIONS		
	<b>BOL:</b>		<b>Trailer:</b>	Van or Reefer (DAT)
			<b>Reference:</b>	

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<b>PU 1</b>	<b>Name:</b>	Scheduled Appointment:	<b>05/25/2023 1300</b>
	<b>Address:</b>	Can Work In No Later Than:	<b>05/25/2023 2300</b>

**No Detention Paid if Late to Scheduled Appointment**

BALDWINVILLE NY 13027

Customer Order Number

Freight Payor Reference Number

Stop Sequence Number

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<b>SO 2</b>	<b>Name:</b>	Scheduled Appointment:	<b>05/26/2023 0600</b>
	<b>Address:</b>	Can Work In No Later Than:	<b>05/26/2023 1600</b>

**No Detention Paid if Late to Scheduled Appointment**

GREENVILLE NC 27834

Customer Order Number

Stop Sequence Number

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<b>USD Payment</b>	<b>Carrier Freight Pay:</b>	\$1,100.00
	<b>Net Carrier Pay:</b>	\$1,100.00

In the event that a rate quote is sent that contains a clerical/scrivener error the parties agree that the prevailing market rate will be applied confirmed by a modified rate confirmation being executed by the parties.



**Attention:** Konstantin Gusenkov  
**Phone:** (844) 591-6090 **Ext #366**  
Please use this email, if you want to contact other operation dispatcher :

konstantin.gusenkov@surgetransportation.com  
ops@surgetransportation.com

**Carrier Instructions and Requirements:** This form must be completed and returned before driver can be loaded. The terms and conditions of this confirmation and the written bilateral master transportation contract between Surge Transportation, Inc. (a property broker) and Carrier shall govern this agreement, if any. Otherwise, the parties agree that the Transportation Terms and Conditions found [www.surgetransportation.com](http://www.surgetransportation.com) shall govern.

BRWY - BALDWINVILLE - BLDV - Driver's Information

All drivers must have the following:

- Valid order #
- Valid Commercial Driver's License (CDL) - only a hard copy will be accepted
- Hauling/Contracted Company name and destination
- 1 load bar or 2 straps
- Min. of 1/2 tank of fuel
- Slide tandems to the rear of the trailer before checking in
- Please note that drivers must scale in empty and scale out loaded.

In order to be reimbursed for lumber costs the drivers need to take photos of the shifting load. If the driver fails to obtain photos then the costs cannot be reimbursed.

BRWY - BALDWINVILLE - BLDV - ANHENAIL: BEER WHOLESALER RECEIVERS - MOST BEER WHOLESALERS WILL WORK YOU IN DURING THEIR OPERATING HOURS IF YOU ARE RUNNING LATE OR EARLY. DETENTION DOES NOT APPLY TO LATE OR EARLY BUT ON THIS CUSTOMER'S LOADS IT'S IMPORTANT FOR DRIVER TO KNOW THERE IS A GOOD CHANCE OF BEING WORKED IN IF NEEDED.

DRIVER MUST EMAIL [TRACKTRACE@SURGETRANSPORTATION.COM](mailto:TRACKTRACE@SURGETRANSPORTATION.COM) 45MIN PRIOR TO DETENTION STARTING SO THAT WE MAY NOTIFY OUR CUSTOMER. DETENTION IS NOT VALID FOR FCFS OR WORK-IN LOCATIONS. DETENTION WILL MAX AT 250.00 PER 24HR PERIOD. ALL REQUESTS FOR DETENTION MUST BE EMAILED TO [DETENTION@SURGETRANSPORTATION.COM](mailto:DETENTION@SURGETRANSPORTATION.COM) WITHIN 48HRS OF DELIVERY. BRWY - BALDWINVILLE - BLDV - ANHENAIL: ALL DRIVERS MUST HAVE ATLEAST 2 LOAD LOCKS OR STRAPS. LOADS MUST BE SECURED PRIOR TO LEAVING THE DOCK OR MOVING TANDEMS.

ALL DRIVERS MUST ARRIVE WITH A MINIMUM 3/4 TANK OF FUEL IN THE TRACTOR AND WILL BE SCALED TO LEGAL WEIGHT ON SITE. IF YOU ARRIVE WITHOUT THE MINIMUM FUEL REQUIREMENTS YOU WILL BE TURNED AWAY AT THE GATE AND SENT TO FUEL.

ALL DRIVERS SHOULD BE ABLE TO SCALE 44K REEFERS/45K VANS. THE WEIGHT PROVIDED ON YOUR LOAD CONFIRMATION IS AN ESTIMATE AND YOU WILL BE SCALED IN EMPTY THEN LOADED BASED ON YOUR EMPTY WEIGHT.

BRWY - BALDWINVILLE - BLDV - ANHENAIL: THERE IS NO UNLOADING CHARGE FOR DELIVERIES. IF A RECEIVER TRIES TO CHARGE FOR ONE, IT MUST BE CALLED IN IMMEDIATELY SO WE CAN VERIFY WITH CUSTOMER THAT IT WILL BE ACCEPTED.

WSLR-- CAROLINA EAGLE DIST INC - DEL FCFS 0600-1600

Please Sign: *Alexandra Miljus*

Driver Name: Alvaro J Somoza

Driver Cell: (786) 587-3479

Driver Email:

Tractor #: 729

Trailer #: 251824

(X) Accept

( ) Decline



Attention: Konstantin Gusenkov

Phone: (844) 591-6090

Ext #366

[konstantin.gusenkov@surgetransportation.com](mailto:konstantin.gusenkov@surgetransportation.com)

Please use this email, if you want to contact other operation dispatcher :

[ops@surgetransportation.com](mailto:ops@surgetransportation.com)



THIS SHIPPING ORDER must be legibly filled in, in ink, in indelible Pencil, or in Carbon, and retained by the Agent.

RECEIVED, subject to the contract between Shipper and Carrier in effect on the date of shipment, the property described below, in apparent good order except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as shown below. This Bill of Lading is not subject to any tariffs or classifications whether individually determined or filed with any federal or state regulatory agency, except as specifically agreed to in writing by the Shipper and the Carrier.

FROM: ANHEUSER-BUSCH, LLC.  
ONE OF THE ANHEUSER-BUSCH COMPANIES

BOL Number  
432333146596

Copy 1

Page 1

AT: BALDWINVILLE, NY

SHIPMENT NO. <b>28825602</b>	DATE PLANNED <b>05/25/23</b>	NO. OF ITEMS <b>5</b>	MODE OF SHIP <b>T</b>	LOAD C. CODE <b>CC</b>	CARRIER CODE <b>SURH</b>	<b>6805882</b>	SEAL NO
CUSTOMER NO <b>43233</b>	DATE SHIPPED <b>05/26/23</b>	BULKHEADS USED <b>0</b>	TRAILER/CAR INITIALS AND NO. <b>251824</b>				

CONSIGNEE TO DESTINATION

CAROLINA EAGLE DIST INC  
1950 N GREENE ST

GREENVILLE, NC 27834 2527581515



Wslr Survey

SPECIAL INSTRUCTIONS

CARRIER/ROUTE

DRIVERS SPECIAL INSTRUCTIONS

SURGE TRANSPORTATION

No. PACKAGES	Kind of Packages, Description of Articles, Special Marks And Exceptions	LBS	Weight (SUB TO COR)	Date
***Order: 16197	*** Tax Code: 403			
1350 PKG BEER 11YLB39	5% AMB BOJANGLES N 24/12 AL SLEEK CAN 2/12 OR/CA DEPOSIT/FILLS	20.39	27527	25MAY
***Order: 74967	*** Tax Code: 403			
189 PKG BEER 1153574	5% BUD LIGHT 24/16 AL CAN 3/8 EL NAC	26.66	5039	20NOV
90 PKG BEER 11LBPV6	5% BLS SODA VP 24/12 AL SLEEK CAN 2/12 OR/CA DEPOSIT/FILLS	20.31	1928	19MAY
224 PKG BEER 11NX32P	5% BDL PLATINUM 24/12 NRLN 2/12 TGTR APL OR/CA DEPOSIT/FILLS	30.0	6720	16MAY
120 PKG BEER 11NX38P	5% BDL PLATINUM 18/12 LN NR BTL EL APL OR/CA DEPOSIT/FILLS	22.5	2700	16MAY
====				
1973	TOTAL BEER WEIGHT		43814	
	DUNNAGE			
	-----			
25	380100 PACKAGE PALLETS UNDERLOAD	30.0	750	
3	760009 PLASTIC BULKHEADS	29.0	87	
2	760015 PLASTIC SEPARATOR	25.0	50	
	TOTAL DUNNAGE WEIGHT		887	
	TOTAL WEIGHT		44701	

*Justi Prather*  
SP 5-29-23  
\*\*\*\* END \*\*\*\*

AB PRODUCT PROTECTION REQUIREMENTS: PROTECT FROM FREEZING. SHIPMENT MUST BE DELIVERED WITHOUT DELAY.

as authorized by the purchaser  
THIS LOAD INCLUDES PLASTIC PORTABLE BULKHEADS. THE BULKHEADS ARE THE PROPERTY OF ANHEUSER-BUSCH. PLEASE UNLOAD AND RETURN THEM TO YOUR SOURCE BREWERY WITH YOUR NEXT RETURN LOAD OF MATERIALS. BE SURE TO DOCUMENT THE RETURN USING BUDNET.  
[Driver's Signature]

WEIGHMASTERS: CHECK-IN: HOWARD (NAZ-V) FELLOWS CHECK-OUT: HOWARD (NAZ-V) FELLOWS

PERMANENT POST-OFFICE

ADDRESS OF THE SHIPPER

2780 BRUNDAGE RD  
BALDWINVILLE, NY 13027

Printed: Fri May 26 08:54:11 EDT 2023

ANHEUSER-BUSCH, LLC Shipper  
ONE OF THE ANHEUSER-BUSCH COMPANIES

Rev. 1/81

Agent

DRIVER SIGNATURE