Royal Zinc.

Bill to: LOADSMITH INCORPORATED 1800 WAZEE ST STE 300, DENVER , CO, Invoice Date: 06/02/2023 Invoice #: 0119441 Terms: NET 30 Due Date: 07/02/2023

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
05/30/2023		110 Sunridge Boulevard, Wilmer, TX, USA - 6046 Northeast Industry Drive, Des Moines, IA, USA			
			1	2000	2000

TOTAL	
2000	

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

888-975-56	23 3	03-648-5967		Lo	oad Confir	mation		011944
Carrier:		l3 Inc AGO	IL 60638			Contact: Phone:	Dlspatch Dispatch 630-485-7370	
Date:	05/30	)/2023				Fax:	630-485-6980	
Order	Ord					Commodity:	Tires	
	Mile		0			Weight:	15060.0	
	Tem		····			Trailer:	Van (DAT)	
	BOL	.: 1039	403			Reference:		
	PU 1	Name:	Yokohama tire dc			Date:	05/30/2023 1100	
		Address:	110 Sunridge Blvd					
			WILMER	ТΧ	75172	Contact:		
		Phone:				Driver Loa	ad: No driver loading or u	inload
	SO 2	Name:	Pomp's Tire Service	Э		Date:	06/01/2023 0930	_
		Address:	6046 NE Industry D					
		Phone:	DES MOINES 515-265-6200	IA	50313	Contact:	Main	
						Driver Loa	ad: No driver loading or ι	

Carrier Instructions and Requirements: This form must be completed and returned before driver can be loaded. Special instructions:

Please send your invoice and POD to: carrierinvoice@loadsmith.com

Please Sign:

ASTA MIJAC

(X) Accept

() Decline

Driver Name: Driver Cell: Driver Email: Tractor #: Trailer #:

Attention: Cesar Delgado



All appointment times must be met. If driver is late, they may be refused or worked in without detention and any missed appointment fees or chargebacks from the Shipper or Consignee will be passed along to the carrier via reduction from the carrier invoice. If Shipper and Consignee addresses of the Bill of Lading do not match this tender, a Loadsmith representative must be contacted prior to departure from the shipper.

# **Information for Carrier's Driver**

- 1. Loadsmith will not reimburse carrier for any Load or Unload payments without prior Loadsmith approval.
- 2. Scale load at nearest scale to shipper prior to departure; weight in this order confirmation is an **ESTIMATION ONLY**, actual weight may vary up to 80,000 combined Tractor/Trailer GVWR.
- 3. For any safety, accident, or cargo claim (OS&D) refusal please call 888-975-5623, 24 hours a day.
- 4. All loads must remain sealed with all old and new seal numbers recorded on the Bill of Lading / Delivery Receipt.
- 5. Driver must request accessorial approval at time of occurrence or payment will be denied.

## Tracking

Driver must be ACTIVELY TRACKING on MACROPOINT, TRUCKER TOOLS or PROJECT 44 two hours prior to arrival at the shipper, throughout the duration of the load and through delivery to the consignee. If the driver does not track prior to arrival at the shipper and CONTINUOUSLY throughout the duration of the load through delivery to the final destination, a \$100.00 fee for will be imposed via reduction from the carrier invoice.

## Detention

To qualify for detention all appointment times must be met; you must be **ACTIVELY TRACKING on MACROPOINT**, **TRUCKER TOOLS or PROJECT 44 prior to arrival at the shipper, throughout the duration of the load and through delivery to the consignee.** To report detention please follow the process outlined below for all stops to receive payment:

- 1. Report the detention event immediately to your Loadsmith Carrier Sales Representative via telephone or email.
- 2. Submit a signed Bill of Lading, Proof of Delivery and/or lumper receipt to verify arrival and departure dates and times to your Loadsmith Carrier Sales Representative and <u>detention@loadsmith.com</u> within 24 hours of delivery.

Your Loadsmith Carrier Sales Representative will then verify the times on the documentation provided against the tracking data. If the times indicate detention has been earned, an updated Loadsmith rate confirmation will be sent including detention charges as outlined in Appendix A of this agreement. You may then submit your invoice with updated rate confirmation for payment. Detention must be billed with original invoice and will only be paid if detention is reflected on the rate confirmation

# **High Value Load Protocols**

If the cargo value is in excess of \$100,000.00 USD, you will be notified on the rate confirmation of the cargo liability and by accepting the carrier will be liable for the full released value of the load up to \$250,000.00 USD, regardless of your cargo liability insurance exclusions and/or limits. Additionally, the driver must follow the High Value Load Protocols listed below:

- 1. The pickup number will not be provided to the driver until they are tracking at the shipper.
- 2. A local driver will not be used to pick up the load and relay with another OTR driver.
- 3. The truck must be fully fueled at the time of arrival at shipper.
- 4. The driver must have a physical copy of a United States commercial driver's license.
- 5. The driver must drive a minimum of 200 miles away from shipper before stopping for any reason.



- 6. The trailer will not be disconnected from the tractor at any time and the tractor / trailer will not be left unattended for any reason without prior written consent from Loadsmith.
- 7. If carrier has a secured, guarded, well lit and surveillance camera equipped drop yard; use of such drop yard must be obtained prior to utilization through written consent from Loadsmith.

# OS&D or Full / Partial Load Refusal

In the event a tendered load/shipment is not accepted for delivery by the consignee at the original destination, the tendered load/shipment may, at Loadsmith's direction be re-consigned to a new destination. In the event of such refusal, Carrier shall promptly notify Loadsmith at <u>OSD@loadsmith.com</u> of such refusal and await Loadsmith's instructions on any re-consignment, return to shipper, or other handling of such load/shipment. Carrier shall be solely responsible, and shall promptly pay to Loadsmith, the full value of any cargo that is disposed of, abandoned, damaged, or lost due to Carrier's actions not in accordance with Loadsmith's written instructions. Carrier understands that its intentional or willful misconduct may not be covered by Carrier's insurance policies and that a lack of coverage shall not limit its obligations to Loadsmith. Carrier shall provide transportation services from the original destination to such new destination and Loadsmith shall pay Carrier a \$100 reconsignment accessorial fee, plus the mileage from the original destination to the new destination at a rate of \$2.15 per mile.

## Setoff

Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other right or remedy it has or may have, Loadsmith may, without notice, set off or recoup any liability it owes to Carrier against any liability for which Loadsmith determines Carrier is liable to Loadsmith.

## **Required Documents at Empty Call**

Upon completion of unloading, all signed Bill of Lading pages, other Proof of Delivery documentation and any receipts (Lumper and/or Pallet Exchange) for pre-approved accessorials must be submitted with Loadsmith Order number on each page by emailing <u>pod@loadsmith.com</u> with the Loadsmith Order number in the subject line.

#### **Carrier Payment**

For Carrier to be paid, an invoice and all paperwork must be submitted with the Loadsmith Order # present on each page:

- 1. Customer Signed Bill of Lading with arrival and departure times for applicable detention.
- 2. Lumper and/or Pallet Exchange Receipts
- 3. All other load specific documentation
- 4. Loadsmith Carrier Confirmation
- 5. Invoices must be emailed to: carrierinvoice@loadsmith.com

#### **Rate Agreement**

This agreement is entered into by Carrier and Loadsmith, Inc. The rates and charges contained in this agreement shall supersede all conflicting rate and charges in the tariff on file by Carrier and all prior letter agreements. This is confirmation of a rate contract between Carrier and Loadsmith. Carrier must notify of any accessorials at time of occurrence or payment will be denied.

#### QuickPay

QuickPay processing time will be 2 business days from receipt of Carrier Invoice and subsequent required paperwork with a fixed 1% processing fee deducted from each settlement.

#### **Carrier Acceptance**

Carrier's acceptance of this agreement or by taking possession of the shipment the Carrier agrees to all the terms and conditions outlined in this confirmation and the Loadsmith Broker Carrier transportation agreement. No changes or amendments to this confirmation will be binding unless Loadsmith approves such changes in writing



prior to the Carrier taking possession of the shipment. In accordance with 49 CFR §392.9 and 49 CFR § 393.100 et al the Carrier and its drivers are solely responsible for verifying the contents, counts, conditions, loading, weight, proper weight distribution per axel, blocking, bracing and securement of each load for transportation. Carrier and its drivers are solely responsible for attaching a seal either provided by the Shipper or by the Carrier to each shipment and ensuring the seal is not tampered or broken during transit. Bills of Lading (BOL) must indicate the seal number and "Seal Intact" at the time shipment is delivered. Carrier acknowledges and agrees that Carrier is liable for the full value of the shipment or any part thereof due to loss or damage. Carrier shall notify Loadsmith immediately in the event any exception is listed on the BOL, the seal is broken due to regulatory inspection, delay in the transportation of the shipment or there is an incident or accident during transit.

## **Food Grade Notice**

Federal, State and Local regulations govern food grade commodities. If the shipment container is damaged, breached, exposed to outside elements or the seal is broken during shipment; or if Carrier is not able to provide a downloadable temperature reporting indicating that the required temperatures were always maintained during transit, the customer may reject the entire shipment. If the customer denies the right of salvage or there is no right of salvage, the Carrier will remain fully liable for loss or damage to the shipment and no salvage will be allowed.

# Shipments Traveling in/or Through California

Your company must be compliant with the regulations promulgated by the California Air Resources Board (CARB) regarding refrigerated equipment (TRU regulations), the truck and bus equipment regulations (engine and particulate matter filter requirements) and greenhouse gas regulations effective on January 1, 2013.

If your company is not able to timely comply with these regulations, you must inform Loadsmith immediately that you are not able to comply with them. By accepting this load tender, you represent and warrant that your company is compliant with these regulations and requirements.

#### **FMCSA Regulations**

Carriers and its drivers shall adhere to all applicable FMCSA regulations, including drivers' hours-of-service limits, the commercial driver's license (CDL) regulations and the prohibiting of coercion of commercial motor vehicle drivers (coercion rule). Carrier agrees that such regulations shall supersede any conflicting service instructions stated in this confirmation or any comments made by Loadsmith's employees. Loadsmith does not condone coercion of any driver to operate a commercial motor vehicle when the driver reports that they would not be able to drive safely due to illness, fatigue, equipment inspection, repair, and maintenance regulations or due to not having hours available under applicable regulations.

# **Carrier Assurances and Indemnifications**

Carrier is an independent contractor and not an agent or employee of Loadsmith. Carrier agrees to obey all federal, state, and local laws and regulations. Carrier acknowledges that Loadsmith does not exercise direction or control over the daily operations of the Carrier and that the Carrier can legally meet all the terms, conditions and times as enumerated herein. Carrier shall indemnify Loadsmith for any loss, damage, injury, liability, expense, costs, including reasonable attorney fees, fines, penalties, actions, and claims including but not limited to, claims for injuries to persons (including death), for damage to equipment, and for damage to third parties arising out of the Carrier's own negligence, wrongful act or omission, or failure to comply with the terms of this agreement.



# Appendix A

## **Standard Accessorials**

## Detention

2 hours free time, \$45.00 per hour payable in 20-minute increments. Maximum charge of \$300.00 at which time detention coverts to Layover. Applies to all loading and unloading stops as well as OS&D.

## Layover

\$300.00 per 24-hour period including accrued detention time.

#### Lumper Load/Unload

Loadsmith must be notified of and authorize prior to load/unload work being performed. If a lumper is needed, carrier will pay the lumper vendor and request reimbursement by providing receipt of payment to accompany carrier's invoice to Loadsmith. If reimbursement via Comdata Check is requested a \$5.00 convenience fee for the check issuance will be applied.

## **Early Termination**

On a multiple-stop order if the customer terminates the load prior to the next subsequent stop and the driver is free and clear from continuing on, the original rate will be renegotiated in good-faith by both Loadsmith and the Carrier.

## **Reconsignment/Redelivery**

\$100.00 reconsignment/delivery fee plus \$2.15 a mile from point of destination to the newly designated delivery location.

# **Truck Ordered Not Used**

\$150.00 per occurrence.

Denver, C( 888-975-56		03-648-5967		Lo	oad Confir	mation		011944
Carrier: Date:	Royal CHIC		IL 60638			Contact: Phone: Fax:	DIspatch Dispatch 630-485-7370 630-485-6980	
Date:	05/31	/2023				гах:	030-403-0900	
Order	Order: 0119441 Miles: 715.0 Temp:					Commodity: Weight: Trailer:	Tires 15060.0 Van (DAT)	
	BOL		9403			Reference:	()	
	PU 1	Name: Address:	Yokohama tire dc 110 Sunridge Blvd			Date:	05/30/2023 1100	
			WILMER	ΤХ	75172	Contact:		
		Phone:				Driver Loa	ad: No driver loading or	unload
	SO 2	Name: Address:	Pomp's Tire Servic 6046 NE Industry D			Date:	06/02/2023 1200	
		Phone:	DES MOINES 515-265-6200	IA	50313	Contact: Driver Loa	Main ad: No driver loading or	unload
Payment		Carrier Fr	eight Pay:		\$2,000.00			
. uj nom		Total Carr			2000.00			

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D Please Sign: ASTA MIJAC D D (X) Accept т -() Decline

**Cesar Delgado** Attention:

padsmith, LLC	(
375 Lawrence Street, Suite 600	
enver, CO 80202 /	1

Driver Name:	KARL			
Driver Cell:	620-779-9197			
Driver Email:				
Tractor #:	911			
Trailer #:	173508			



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# Appendix A

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\$100.00 reconsignment/delivery fee plus \$2.15 a mile from point of destination to the newly designated delivery location.

# **Truck Ordered Not Used**

\$150.00 per occurrence.

YOKOHAMA TIRE RECEIVED, subject to the to Shipper and Carrier in effect of of contents of packages unkno through out the Bill of Lading place of delivery at its destinat as to each carrier of all or any any of said property, that ever Carriage Transportation Contra-	erms and condition on the date of ships wn), marked, con as meaning any p ion if on its own r of said property o y service to be pen	ns in the front and ment, the propert signed and destin erson or corporat oute, otherwise to overall or any por formed her unde	y described below, in appare ed as indicated below, which ion in possesion of the prope o deliver to another carrier, or tion of said route to destination that hall be subject to all the te	otor Carriage Transportatio nt good order, except as not said Carrier (the word "Ca rty under this Bill of Lading h the route to said destinatio on, and as to each party at a me and conditions in this 1	ed (contents and condition rrier" being understood g) agress to carry its usual on. It is mutually agreed, any time interested in allor Bill of Lading and "Motor	Page: 1 Date: BOL#: WM01103940 Shipment: 1039403 SCAC: LOAM
Shipper: WILMER DC Address: 110 Sunridge Blvd Wilmer,75172				Consignee: POMP'S 7 Address: 6046 Ne Industr Des Moines,IA,	y Dr	
TRAILER NO. 173508		PRO NO.			SEAL NO. 3196582	
FREIGHT Freight Prepaid	SHIP VIA. LOADSMITH I	NC	CUSTOMER PURCH	ASE ORDER NO.	ORDER DATE 05/26/2023	SHIP DATE:
	**************************************		IPTION n Carrier**********************************	WEIGHT	IF PREPAID:Mail Freight Bill with copy of Bill o Lading to: YOKOHAMA TIRE CORPORATION c/o Trax Technologies PO Box 42903 Indianapolis, IN 46242	
	Shipping Type Orders: 00804 Customer PO:	:TL 09377				g No. must appear on all bills. syment, attach Copy#3 of Bill of
A ()	#Loose tires, p		I Packing Slip#		this shipment to be recourse on the Co following statemen	7 of conditions of this Bill of Lading, if e delivered to the consignee without onsignor, the Consignor shall sign the nt. "Carrier shall not make delivery of out payment of freight and all other re Corp.
	/ 2				If charges are to p here":	mature of Consignor) repaid, write or stamp "To be prepaid
	lakel	5 6	7-2-23		described hereon.	ment of charges on the property
			K		Per	e acknowledges only the amount
	Fotal Weight: 15060.00	For Shi By	ippper: Yokohama Tire C (Signature of Shipper's	orporation 530,733 Representative	otherwise stated herein. By	in good order and condition, unless Carrier's Representative)
PERMANENT MAILING AD YOKOHAMA TIRE CO 1 MACARTHUR PLACE, SU	RPORATION			AMA. RE CORPORATION		HOUSE COPY