Royal 3inc.

Bill to: LOADSMITH INCORPORATED 1800 WAZEE ST STE 300, DENVER , CO, Invoice Date: 06/07/2023 Invoice #: 0119116 Terms: NET 30 Due Date: 07/07/2023

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
05/30/2023		18875 E Bromley Ln, Brighton, CO, USA - 3001 E State Farm Rd, North Platte, NE, USA			
			1	700	700

# TOTAL

700

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

Denver, C 888-975-5		3-648-5967		L	oad Confir	mation		0119116
Carrier: Date:	Royal CHIC/ 05/30/	AGO	IL 60638			Contact: Phone: Fax:	Dlspatch Dispatch 630-485-7370 630-485-6980	
Order	Orde Miles Tem BOL	s: 244.0 p:				Commodity: Weight: Trailer: Reference:	Bottled/Canned Bevera 43799.0 Van (DAT) 20842868	ages (Non Alcohol
	PU 1	Name: Address:	DC FLEXE JO 18875 E Brom	ley Ln		Date:	05/30/2023 1500	
		Phone: Reference	BRIGHTON	11	D 80601 NH2O	Contact: Driver Loa	ad: No driver loading or	unload
		Reference	number:	12	NESTLE			
		Reference	number:	6Y	TRUCK, VA	N		
		Reference	number:	AO	20842868			
		Reference	number:	IK	T859596641			
		Reference	number:	OQ	0000579567			
		Reference	number:	PO	1629056217			
		Reference	number:	PO	1629056217	,		
		Reference	number:	SI	0000579567	-000010		
		Reference	number:	ZZ	SOLO			
	SO 2	Name: Address:	Walmart Distril 3001 E State F		enter #7018	Date:	05/31/2023 0800	
		Phone:	NORTH PLAT 308-535-320	TE NE	E 69101	Contact: Driver Loa	Main ad: No driver loading or	unload
		Reference	number:	IK	T859596641		Ŭ	
		Reference	number:	OQ	0000579567	,		
		Reference	number:	PO	1629056217	,		
		Reference	number:	PO	1629056217	,		

Loadsmith, LLC 1875 Lawrence Street, Suite 600 LOADSNITH Denver, CO 80202									2
888-975-56					Load Confir	mation		01191	16
Carrier:	Royal3 Inc CHICAGO	IL	60638			Contact: Phone:	Dispatch Dispatch 630-485-7370		
Date:	05/30/2023					Fax:	630-485-6980		
	Reference r	umber		SI	0000579567	7-000010			
Payment	Carrier Frei	ight Pa	y:		\$700.00				
	Total Carrie	er Pay:			700.00				

Carrier Instructions and Requirements: This form must be completed and returned before driver can be loaded. DC FLEXE JOHNSON (WW9Z) - NESMIC: Driver must check in to all Nestle Waters facilities wearing a Hi-Vis safety vest while on facility premises.

DC FLEXE JOHNSON (WW9Z) - NESMIC: All lumper receipts must be sent in to Loadsmith within 24 hours of delivery.

An updated rate confirmation will be sent to include lumper reimbursement. Without this, we will be unable to guarantee payment.

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

Please Sign:

Aleksandra Milljus

(X) Accept

() Decline

Attention: Yamil Jimenez 888-975-5623 Driver Name: alexander Driver Cell: 786-332-7089 Driver Email: Tractor #: 718 Trailer #: w97034



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.





#### THE CAT SCALE GUARANTEE

The CAT Scale Company guarantees that our scales will give an accurate weight. What makes us different from other scale companies is that we back up our guarantee with cash.<sup>©</sup>

#### WEIGH WHAT WE SAY OR WE PAY®

If you get an overweight fine from the state AFTER one of our CAT Scales showed a legal weight, we will immediately check our scale and we will:

- (1) Reimburse you for the cost of the overweight fine if our scale is wrong, OR
- (2) A representative of CAT Scale Company will appear in court WITH the driver as an expert witness if we believe our scale was correct.

# IF YOU SHOULD GET AN OVERWEIGHT FINE, YOU SHOULD DO THE FOLLOWING TO GET THE PROBLEM RESOLVED:

- Post bond and request a court date. 1)
- Call CAT Scale Company direct 24 hours a day at 1-877-CAT-SCALE, ext. 7 (Toll Free) or visit www.catscaleguarantee.com 2) for instructions.
- IMMEDIATELY send a copy of the citation, CAT Scale Ticket, your name, company, address, and phone number to 3) CAT Scale Company Attn: Guarantee Department.

\* The four weights shown below are separate weights. The GROSS WEIGHT is the CERTIFIED WEIGHT and was weighed on a full length platform scale. All weights are guaranteed by CAT Scale.

DATE:	5-30-23	STEER AXLE	11380	1Ь
COAL E.		ORIVE AXLE	30700	1 Ь
SCALE:	1198 LOVES COUNTRY STORE	TRAILER AXLE	33760	1Ь
5	I 76 EXIT 31 HUDSON CO	* GROSS WEIGHT	75840	1Ь

This is to certify that the following described merchandise was weighed, counted, or measured by a public or deputy weighmaster, and when properly signed and sealed shall be prima facia evidence of the accuracy of the weight shown as prescribed by law.

BOL: 80736061

Load No: 7859596641

	LIVESTOCK, PRODUCE, PROPERTY, COMMODITY, OR ARTICLE WEIGHED	FREIGHT	ALL KINDS
	COMPANY ROYAL TREE	TRACTOR #718	
WEIGH NUMBER	FEE \$13.00 WEIGHMASTER OR WEIGHER SIGNATURE	ees	TICKET # OF FULL \$ WEIGH (IF REWEIGH)
MER COPY	pay with my bersonal card.		© CAT Scale® Reg 3081 11

© CAT Scale\* Reg 3081 11/22

CUSTOMER COPY

TICKET NUMBER

1119823150735

CERTIFIED

TRUCK

SCALE

P.O. BOX 630 WALCOTT, IA 52773 (877) 228-7225 www.catscale.com

19:04

**PUBLIC WEIGHMASTER'S** CERTIFICATE OF WEIGHT & MEASURE

LOC

AUTOMATED

CAT SCALE COMPANY

and a second second

.....

C-1078018

0

TINO				00111			
DC #7018	DATE	5/31/20	23 8:24	OSDR			
PO #	1629056	217		VEND	292631		
				VEND #	NESTLE WATERS NORTH	AMERICA	
÷		Exception	on:	DEL #	20842868		
TRLR #	97034	0	0	SEAL	41080986		
TOT CS	1026	s	0	CARRIER	LOAM		
TOT PLTS	0	D	0	1			
RECV'R #	ocardon	R	0	PO LN	Qty	Reason	
-				POLN	Qty	Reason	
	PROB	LEM FGT	0	PO LN	Qty	Reason	
				PO LN	Qty	Reason	
	PF Reason:			PO LN	Qty	Reason	
	-			POLN	Qty	Reason	
DRIV	/ER UNLOAD:	NO		PO LN	Qty	Reason	
	-			PO LN	Qty	Reason	

**PROOF OF DELIVERY - DO NOT DISCARD** 

Printed By: 1538

Driver - Please retain and submit this sheet with your BOL

Equip ID	97034	Status	AP
Equip Arrival Carrier Seal Reseal Door/Zone Del Date	05/31/23 0707 LOAM 41080986 APPOINTMENT 3/0 05/31/23 0800	Temp1 Temp2 Temp3 Fuel Lv1 Dept Type	
l have read an Appointment / D Driver Signatu	d understand the posted cop rop Rules and Regulations . ure	by of Wal-	-Mart's
Delivery# 2		DC	7018

5/31/20238:29 AM

# BlueTriton Brands INC



SHIP FROM:	SHIP TO		BI   BI	80736061	
US DC Flexe Johnson - Brighton 18875 East Bromley Lane	SHIP TO: Walmart 7018 3001 E STATE FARM RD	BOL: 80736061			
Brighton CO 80601-8743	NORTH PLATTE NE 69101-7774	Load No: T8595	Load No: T859596641 De		
	308 5353200	Ship Date: 05/30/2023	B Fre	Freight Terms: DDP	
CARRIER:		Cust. P.O. No: 16290	56217 SO	STO No: 579567	
(LOAM) LOADSMITH INCORPOR 1800 WAZEE ST	ATED	Req. Arr. Date/Time:	05/31/2023 00:00:00	Seal #1: 41080986	
DENVER CO 80202-1577		Vehicle No: 2084286	<sup>88</sup> TLR#:W97034	Seal #2:	
MATERIAL		Appt Confirmation No	: 20842868		
10000701	SCRIPTION		QTY	UoM	
083046008995 BATCH 3087WF3022	AT Spr DC Tyls PET 54(35x0.5L)L 1026 ICS	LCPUS US	1,026	ICS	
SUMMARY TOTAL					
000 00 00 11-734-035		COMBINED PROD			
NO PRETICKET TRUCK# 02 FOR 292631956 ==	нер	COMBINED PALL COMBINED PALL GROSS CARGO	ET WEIGHT	42,373.8 LB 1,424.186 LB 43,797.986 LB STORE STAMP	
TRUCK# 02 FOR 292631956 == PALLET COUNT: 19 C	HEP	COMBINED PALL GROSS CARGO	ET WEIGHT WEIGHT	1,424.186 LB 43,797.986 LB STORE STAMP	
NO PRETICKET TRUCK# 02 FOR 292631956 ==	HEP Carrier Chec Date	COMBINED PALL GROSS CARGO	ET WEIGHT	1,424.186 LB 43,797.986 LB STORE STAMP	
NO PRETICKET TRUCK# 02 FOR 292631956 == PALLET COUNT: 19 C	HEP Carrier Chec Date RECEIVED transportati Shipper an otherwise to	COMBINED PALL GROSS CARGO CARO	ET WEIGHT WEIGHT Carrier Check Out/Tir Date Non-recourse: If the the consignee witho	1,424.186 LB 43,797.986 LB STORE STAMP	
NO PRETICKET TRUCK# 02 FOR 292631956 == PALLET COUNT: 19 C Appointment Pickup Time: Date Time Driver's Name	HEP Carrier Chec Date RECEIVED transportati Shipper an otherwise to the shipper contract in which is av request, the	COMBINED PALL GROSS CARGO	ET WEIGHT WEIGHT Carrier Check Out-Tir Date Non-recourse: If the the consignee witho consignor shall sign The carrier shall not	1,424.186 LB 43,797.986 LB STORE STAMP	

PRO	PROOF OF DELIVERY - DO NOT DISCARD								
DC #7018	DATE	5/31/20	23 8:24	OSDR					
PO #	1629056	217		VEND	292631				
				VEND #	NESTLE WATERS NORTH	AMERICA			
		Excepti	on:	DEL#	20842868				
TRLR #	97034	0	0	SEAL	41080986				
TOT CS	1026	S	0	CARRIER	LOAM				
TOT PLTS	0	D	0						
RECV'R #	ocardon	R	0	POLN	Qty	Reason			
				POLN	Qty	Reason			
	PROB	LEM FGT	0	POLN	Qty	Reason			
				PO LN	Qty	Reason			
	PF Reason:			PO LN	Qty	Reason			
				PO LN	Qty	Reason			
DRIV	ER UNLOAD:	NO		POLN	Qty	Reason			
				POLN	Qty	Reason			

Printed By: 1538

Driver - Please retain and submit this sheet with your BOL

