



Bill to:
ISG TRANSPORTATION INC.

Invoice Date: 06/13/2023
Invoice #: 1971907
Terms: NET 30
Due Date: 07/13/2023

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
06/12/2023		100 Patriot Drive, Pittston, PA, USA - 1400 Air Rail Avenue, Virginia Beach, VA, USA			
			1	800	800

TOTAL
800

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



LTL		TRAILER # : W94922	
LOAD # : 1971907			
REVISED : FRI JUN 9 23 12:27 PM			
DISPATCHER : TERRA NORDIN			
EMAIL ADDRESS : tnordin@isgtransport.com			
PHONE NUMBER : (417) 590-8102			
N O T E : AFTER HOURS 800.810.2058 EXT 1 - AFTERHOURS@ISGTRANSPORT.COM			

N O T E : EMAIL YOUR INVOICE & POD TO: INVOICEPOD@ISGTRANSPORT.COM			

N O T E : TO FIND OUT STATUS OF YOUR PAYMENT EMAIL AP@ISGTRANSPORT.COM			

N O T E : FOR PAYOUT RATE VERIFICATIONS - PLEASE EMAIL THE DISPATCHER			

SHIPMENT DETAILS			
MODE : SPOTS USA			
TRAILER TYPE : VAN 53'		DIST. 375.00	
LOAD TYPE : OTHER			
BILL TO			
ISG TRANSPORTATION INC.			
5 ROYBRIDGE GATE			
WOODBIDGE ON		L4H 4E6	
PHONE NUMBER : (905) 799-1300		FAX NUMBER : (905) 799-4560	
A T T E N T I O N ---> OUR LOAD # MUST BE REFERENCED ON YOUR INVOICE!!			
SPECIAL INSTRUCTIONS			
* MUST IDENTIFY AS ISG!!!		*	
* -----		*	
* PICKUP: 06/12 @ 1100 #: 3055191		*	
* DELIVERY: 06/13 @ 0730 #: P246237		*	
* -----		*	
* CP: TRS-0373710		*	
* CS: P246237		*	
* REFERENCE: WS366557		*	
* -----		*	
* 43593.90 TOTAL WEIGHT!		*	
* ANY ISSUES CONTACT ISG DIRECTLY!!!		*	

ISSUES/COMPLAINTS/RESOLUTIONS EMAIL: CARRIERRELATIONS@ISGTRANSPORT.COM			

NOTE: PAYOUT RATE INCLUDES ALL EXTRA CHARGES UNLESS PREAUTHORIZED!!			
CARRIER/DRIVER INFORMATION			
CARRIER : RIKI TRANSPORTATION INC 1(708) 303-5150		FAX :	
CONTACT : BILL		EXT: PHONE NO. :	
FROM : PITTSTON PA		TO : VIRGINIA BEACH VA	
DRIVER PHONE # : (786) 380-2320			

CARRIER DISPATCH REPORT cont'd. Load: 1971907

PAYOUT DETAILS	
TOTAL PAYOUT : 800.00 USD	
CARR. REFERENCE/QUOTE NO. : .	
SHIPPER	
USHYDRATIONS DISTRIBUTION CENT 100 PATRIOT DRIVE PITTSTON PA 18640	PHONE NUMBER : 800 NUMBER : FAX NUMBER :
APPT.- # 3055191	
ACT. P/U DATE : 06/12/23 11:00 - 11:00	
LOAD INFORMATION	
LOAD CONTENTS : SI BASE BLACK RASPBERRY 12 17OZ BOTTLE BRANDED FIL	
NUMBER PALLETS : TRAILER FEET : 53 PO # : TRS-0373710	NO. PIECES : STACKABLE : NO B/L : 102100612741
WGT. : 43593.90 LBS CLASS :	
RELEASE # : BILL. REF. NO. : 102100612741	
CONSIGNEE	
CANADA DRY BOTTLING CO NJ 1400 AIR RAIL AVENUE VIRGINIA BEACH VA 23455	PHONE NUMBER : (757) 464-1771 800 NUMBER : FAX NUMBER :
APPT.- # P246237	
ACT. DEL. DATE : 06/13/23 07:30 - 17:00	
DISPATCH COMMENTS	
PLEASE REVIEW ALL THE INFORMATION IN THIS DOCUMENT AND IF ANY CONDITIONS OF THE LOAD AGREEMENT CANNOT BE FULFILLED CALL ISG A S A P ANY FORM OF BACK SOLICITATION WILL RESULT IN NON PAYMENT OF ACCOUNT AND/OR LEGAL ACTION. PAYMENT BECOMES NULL/VOID IF LOAD DOUBLE BROKERED ----- BY ACCEPTING THIS CONFIRMATION, CARRIER WARRANTS THEY HAVE SUFFICIENT INSURANCE COVERAGE TO HAUL THIS SHIPMENT AND COVER FULL VALUE OF GOODS ----- CARRIER AGREES TO ONLY TRANSPORT THIS SHIPMENT ON THEIR OWN EQUIPMENT! IF SHIPMENT IS BROKERED OR SUBCONTRACTED OUT WITHOUT WRITTEN CONSENT ISG RESERVES THE RIGHT TO CANCEL THIS AGREEMENT AND PAY ACTUAL CARRIER ----- ANY EXTRA CHARGES (WAITING TIME, LUMPER, ETC.) MUST BE COMMUNICATED TO ISG DISPATCH AGENT WITHIN 24 HOURS OF OCCURENCE OR YOU MAY NOT BE PAID ----- ANY SEALED LOADS MUST N O T HAVE THEIR SEALS BROKEN BY ANYONE OTHER THAN THE CONSIGNEE. IF A SEAL IS BROKEN BEFORE DELIVERY THEN A CLAIM WILL APPLY FOR THE FULL VALUE OF THE CARGO!! IF CUSTOMS/OFFICER BREAKS THE SEAL, DRIVER MUST GET THEM TO SIGN THE BILL OF LADING WITH THEIR CONTACT INFORMATION AND MAKE A NOTATION OF THE NEW SEAL # APPLIED. FAILURE TO DO THIS WILL RESULT IN CARGO CLAIM ----- THIS CARRIAGE IS SUBJECT TO ISG TRANSPORTATION INC.'S TERMS AND CONDITIONS ATTACHED HERETO.	

CARRIER DISPATCH REPORT cont'd. Load: 1971907

DISPATCH COMMENTS

ISG TRANSPORTATION INC. TERMS AND CONDITIONS

1. **Application.** These terms and conditions apply to any carriage set out in the Carrier Dispatch Report or Load Confirmation Sheet.
2. **Compliance.** Carrier agrees to comply with all of ISG's reasonable shipping instructions communicated to Carrier and to comply with all applicable provisions of any Provincial, Federal, State and/or local law or ordinance and all lawful orders, rules and regulations issued thereunder.
3. **Independent Contractor.** Carrier shall have sole and exclusive control over the manner in which Carrier performs the transportation service, and shall utilize such individuals as it may deem necessary in connection therewith, it being understood and agreed that such individuals shall be subject to discharge, discipline, and control solely and exclusively by Carrier. Carrier represents that it is entirely independent and that it is not substantially economically dependent upon ISG and there is no functional integration of the ISG's and the Carrier's respective operations. Carrier shall not employ any driver under the "Driver Inc. Model" (any driver who incorporate themselves and who operate carrier owned vehicles).
4. **Insurance.** Carrier shall maintain during the term of this carriage, Commercial General Liability and Automobile Liability insurance with minimum limits of not less than \$2,000,000.00 (per occurrence for personal injury, property damage, and Cargo Liability insurance with minimum limits of not less than \$250,000 per shipment. Carrier shall also maintain fidelity coverage for all officers and employees in the amount of \$1,000,000.
5. **Cargo Liability.** Carrier assumes liability as a common carrier for loss, damage to or destruction of the goods entrusted to it from the time the Carrier signs a bill of lading, or takes possession of the shipment (whichever occurs first) until proper delivery of the shipment is made and signed for by the receiver at destination. For shipments originating in Canada: Carrier assumes full liability as a common carrier for loss, damage or delay. Amounts specified in legislation such as \$4.41 per kilogram computed on the total weight of the shipment or as set out in any bill of lading shall not be applicable to shipments governed by this carriage. Neither the shipper nor ISG shall be required to declare a value on the bill of lading or other carriage document. The Carrier shall be responsible for the full actual value of the load as a common carrier of goods. For shipments originating in the United States: (a) ISG and Carrier mutually and expressly agree in respect of intra-United States shipments or shipments from the United States to Canada that pursuant to 49 U.S.C. 14101(b), that the provisions of 49 U.S.C. 13101 et. seq. have no application to the provision of transportation services performed pursuant to this Agreement except to the extent that any such provisions, rights or remedies contained therein are specifically incorporated or enumerated herein; Provided that this waiver of application of the provisions of such Part does not apply to any cause shall be full actual value (measured by fair market value at destination) under the Carmack Amendment 49 USC 14706. No limitations of liability shall apply. (c) Carrier shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable federal, state or provincial regulatory agency, for processing all loss and damage claims and salvage.
6. **Right of Set Off.** ISG shall have the right to set off claims for loss, damage or delay, and claims for overcharge or duplicate payment, against freight or other charges owed to Carrier. Carrier shall have no lien for the retention of freight to secure payment of freight charges.
7. **Non-Billing of Shipper/Consignee.** Carrier agrees that it shall not bill the shipper/consignee or any third party directly nor shall it accept payment from any Shipper/Consignee or any third party for providing transportation under this Agreement. Carrier waives any tariff or legislated right to sue or pursue the Shipper/Consignee for amounts owing to it.
8. **No Back Solicitation.** Carrier shall not solicit or accept, divert, by-pass, back-solicit traffic from any shipper, consignor, consignee or customer of ISG where (1) the availability of such traffic first became known to Carrier as a result of ISG's efforts, or (2) where the traffic of the shipper, consignor, consignee or customer of the ISG was first tendered to the Carrier by ISG. If Carrier breaches this term and "back-solicits" ISG's customers, and obtains traffic from such a customer, ISG then is entitled, for a period of 12 months after the involved traffic first begins to move, to a commission from the Carrier of 35 percent of the gross transportation revenue received on the movement of the traffic. Additionally, in the event that ISG is successful in enforcing these rights, Carrier shall be liable for all costs and expenses incurred by ISG, including, but not limited to, reasonable attorneys' fees.

9. **Workers Compensation.** Carrier agrees to be exclusively responsible for the Worker's Compensation insurance of its employees and to warrant, indemnify and save harmless ISG against any claims or legal actions or decisions in this regard. .
10. **Carrier Permits and Equipment.** Carrier agrees to ensure the equipment condition complies with all pertinent rules and specifications set forth in the National Safety Code of Canada and with all other applicable provisions of Provincial, Federal, State and/or Local law or ordinance and all lawful orders, rules and regulations issued thereunder. Carrier shall have all required permits and licenses to operate its vehicles. Carrier must not have an "Unsatisfactory" or "Conditional" safety rating as determined by the i) Federal Motor Carrier Safety Administration, or a substantially equivalent safety rating under the Carrier Safety Measurement System implemented under the Compliance Safety Accountability Program or ii) any applicable governing provincial regulatory body in Canada.
11. **Taxes and Contributions.** Carrier shall have exclusive liability for payment of local, provincial and federal payroll taxes or contribution for unemployment insurance, workmen's compensation, old age pensions, social security, and/or similar obligations however titled for each person employed or contracted by the Carrier and agrees to comply with all applicable rules and regulations pertaining to such obligations.
12. **Sub-Contract Prohibition.** Carrier specifically agrees that all freight tendered to it by ISG shall be transported on equipment operated only under the authority of Carrier, and that Carrier shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of ISG.
13. **Indemnification.** Carrier shall at all times indemnify, defend and hold harmless ISG, its agents, customers and employees harmless from any and all claims including reasonable legal fees arising from the services provided hereunder including, without limitation, claims for personal injury, death and damage to property, clean-up costs from commodity spills and damage to the environment, or other acts asserted against ISG, its agents, customers and employees.
14. **Delivery Receipt.** Carrier shall obtain an acknowledgement of delivery for all shipments by notation on the bill of lading or delivery receipt, signed and dated by the consignee. The delivery receipt will be prima facie evidence of receipt of the goods in good order and condition, unless otherwise noted on the face of the delivery receipt. The Carrier will notify ISG of any exception noted on the delivery receipt within 2 hours and will furnish a legible copy of the written delivery receipt or bill of lading signed by the consignee as acceptance of the shipment and proof of delivery.
15. **Conflict Between These Terms and Bill of Lading.** To the extent any term or condition of such bill of lading or receipt conflicts in any way with any term or condition of this Agreement, this Agreement shall govern.
16. **Law and Arbitration.** The parties hereto agree that all disputes, disagreements or differences between them relating to their business relationship with each other, including any dispute, disagreement or difference relating to the validity, enforceability or applicability of this agreement to arbitrate, shall be submitted to final and binding arbitration. The arbitration shall be conducted under the arbitration laws of Ontario, and specifically the Arbitration Act (Ontario) or the International Commercial Arbitration Act, 2017, SO 2017, c. 2, Sch. 5 (Ontario), whichever is applicable. The arbitration shall be conducted in Toronto Ontario Canada in the English language. This agreement shall be governed by the substantive law of Ontario. The arbitration shall be conducted by a single arbitrator who shall be agreed upon by all parties to the arbitration. In the event the parties cannot agree on an arbitrator, the arbitrator shall be appointed by an Appointing Authority. The Appointing Authority shall be the ADR Institute of Canada.

Bill Carson

STRAIGHT BILL OF LADING - SHORT FORM - ORIGINAL NON-NEGOTIABLE
SUBJECT TO THE CLASSIFICATIONS AND TARRIFS IN EFFECT ON THE DATE OF THE ISSUE OF THIS ORIGINAL BILL OF LADING TO:

SHIP FROM
 Talking Rain
 C/O Patriot
 100 Patriot Dr
 Pittston, PA 18640

AS AGENT FOR SHIPPER BELOW SHIP TO
 Canada Dry Bottling Co - NJ
 1400 Air Rail Avenue
 Virginia Beach, VA 23455

SEND FREIGHT BILL WITH COPY OF BILL OF LADING TO:
 Talking Rain Beverage Co.
 C/O XPO
 PO Box 549
 Portland, OR 97208

Shipper's Instructions

WHSE B/L #
 14510
Arrive Date

Ship Date
 06/12/2023

Order Date
 06/06/2023

Route
 ISG TRANS

Freight Charge
 PP

Seals:

00337455

PRO Number

Sch Appt Date/Time
 6/12/23 11:00 AM

Check in Time:
 926

Start Time:

Finish Time:
 1038

Signature:

MHOQUE

Shipper Ref #:
 TRS-0373710

Vehicle #:
 W94922

Carrier

SCAC

P.O. Number
 P246237

This property described below in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract), agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the items and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail or rail-water shipment or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all of the terms and conditions of the said bill of lading as set forth in the classification or tariff which govern the transportation of this shipment, and the said terms and conditions are hereby agreed by the shipper and accepted for himself and his assigns.

Pallet Count	Qty Ordered	Qty Shipped	Item No	Qty Per	Description Manufacturer Code	H/M	Gross Weight
2	250.0	250.0	FG00014 Item class: 60	250.0	SI Base Black Raspberry 12 17oz Bottle Clear Film US 3095-43 010524 NMFC NO. 72160		3796.00
1	125.0	125.0	FG00016 Item class: 60	125.0	SI Base Orange Mango 12 17oz Bottle Clear Film US 3109-43 011924 NMFC NO. 72160		1898.00
2	250.0	250.0	FG00018 Item class: 60	250.0	SI Base Kiwi Strawberry 12 17oz Bottle Clear Film US 3143-43 022324 NMFC NO. 72160		3796.00
2	250.0	250.0	FG00053 Item class: 60	250.0	SI Base Coconut Pineapple 12 17oz Bottle Clear Film US 3152-43 030124 NMFC NO. 72160		3796.00
1	125.0	125.0	FG00054 Item class: 60	125.0	SI Base Peach Nectarine 12 17oz Bottle Clear Film US 3101-43 011124 NMFC NO. 72160		1898.00
1	125.0	125.0	FG00056 Item class: 60	125.0	SI Lemonade Classic 12 17oz Bottle Clear Film US 3129-43 020924 NMFC NO. 72160		1898.00
2	250.0	250.0	FG00058 Item class: 60	250.0	SI Base Black Raspberry 12 17oz Bottle Branded Film US 3121-43 020124 NMFC NO. 72160		3796.00
1	125.0	125.0	FG00066 Item class: 60	125.0	SI Base Cherry Limeade 12 17oz Bottle Clear Film US 3108-43 011824 NMFC NO. 72160		1898.00
1	125.0	125.0	FG00105 Item class: 60	125.0	SI Base Black Cherry 12 17oz Bottle Clear Film US 3101-43 011124 NMFC NO. 72160		1898.00
1	125.0	125.0	FG00117 Item class: 60	125.0	SI Base Grape Raspberry 12 17oz Bottle Clear Film US 3142-43 022224 NMFC NO. 72160		1898.00
1	140.0	140.0	FG00139 Item class: 60	140.0	SI Base Strawberry Citrus Plus Caffeine 12pk 16oz Can Clear Film 3063-25 030424 NMFC NO. 72160		1872.00
1	140.0	140.0	FG00215 Item class: 60	140.0	SI Base Blue Raspberry Plus Caffeine 12pk 16oz Can Clear Film US 3094-25 040424 NMFC NO. 72160		1872.00
3	375.0	375.0	FG00282 Item class: 60	375.0	SI Base Variety Pack - Classic Lemonade/Strawberry Watermelon/Gra 3159-3074-36 121523 NMFC NO. 72160		5694.00
4	500.0	500.0	FG00432 Item class: 60	500.0	SI Base Variety Pack Pink-Black Cherry/Peach Nectarine/Coconut Pin 3135-3121-29 020124 NMFC NO. 72160		7592.00
23	2,905.00	2,905.00					43,602.00

CHARGES ADVANCED
 Rec'd \$
 In prepayment of the charges on the property
 described hereon
 Agent or Cashier Per

(The signature here acknowledges only the amount prepaid)

The paper bags, Fibre pails, Fibre Drums, Fibre Boxes used for this shipment confirm to the specifications set forth in the makers certificate thereon and all other Requirements of rules for these packages in Uniform Freight Classification and the National Motor Freight Commission.

This is to certify that the herein named articles 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.

Shippers imprint in lieu of stamp, not a part of bill of lading approved by the Department of Transportation

Trailers exposed to air temperature of 26 degrees F or below, require an approved form of temperature control to prevent product freeze.
 Trailer must have a secured seal at time of origin departure. Seal BOL.

Subject to Section 7 of the Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.
 Per

(Signature of Consignor)

FOR THE ACCOUNT OF: (SHIPPER) FACILITY NO:

Talking Rain
 30520 SE 84th ST
 Preston, WA 98050

CARRIER: ABOVE SHIPPERS REF AND WHSE. B/L MUST APPEAR ON ALL FREIGHT BILLS

6/13/23

E. Montgomery

RECEIVED THE ABOVE IN GOOD ORDER

DATE _____

AGENT FOR _____

BY _____

CARRIER

AGENT OR DRIVER