

**Bill to:**

U.S Xpress Logistics  
,  
Louisville,  
KY,  
40209

Invoice Date: 06/27/2023

Invoice #: 4434332

Terms: NET 30

Due Date: 07/27/2023

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
06/26/2023		2000 Goodyear Dr, Houston, TX 77017, USA - 680 Waverlee Rd, Tuscumbia, AL 35674, USA			
			1	1400	1400

<b>TOTAL</b>
1400

**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**



For Payments Email:  
LOGISTICSAP@USXPRESS.COM

6/23/2023 3:57:28 PM

## Load Tender and Rate Agreement Sheet

**Carrier:** BRZ  
UNKNOWN XX, XX  
708-303-5150

RIKBUR

**Segment#**  
4434332

Carrier Must Reference Ord#: 4357118 on invoice to expedite payment process.

**Order#:** 4357118

**Equipment** VAN  
**Type:**

Detention is waived if Carrier misses their Appointment time

**Miles:** 675

**Size:**

**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 US 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 lump sum 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 lump sum receipt to receive payment for a lump sum 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(l), 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:** 44,000 LBS

**Ord# 4357118 Total Pay(USD):** \$1,400.00

**Linehaul Pay:** \$1,400.00

**Fuel Surcharge:** \$0.00

**Add. Accessorials:** \$0.00

**Service Bonus:** \$0.00

**Order Comments:**

USX SHIPMENT ID: 01-4500153  
FRT DETAIL PO #: FX 117035-02

Company	Pallets/Pcs	Appointment Type	Early	Late	Weight UOM
P/U Point GOODYEAR HOUSTON CHEMICAL 2000 GOODYEAR DR HOUSTON,TX/HAR 77017 Commodity: <b>UNKNOWN</b>	14	Appt Set	6/26/2023 7:00 AM	6/26/2023 2:00 PM	44000LBS
Pickup Reference #:44709909, XPM Shipper #:AMERICAS INTERNL, Frt Detail PO #:FX 117035-02					
D/R Point ROPPE 680 WAVERLEE RD Tuscumbia,AL/COL 35674 Commodity: <b>UNKNOWN</b>	14	Appt Set	6/27/2023 8:00 AM	6/28/2023 2:00 PM	44000LBS
XPM Shipper #:AMERICAS INTERNL					

**Carrier Rep:** IAN HOWARD

**Email:** IHOWARD@USXPRESS.COM

**Carrier Contact Name:** Bogdan Bazhan

**Phone:** (623)308-3894

**Date:**

**Carrier Signature:**

**Please Sign and Fax back to U.S. Xpress Logistics @ (423)485-6313**

**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 lumber 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 <http://www.usxpress.com>.

**Carrier Rep:** IAN HOWARD

**Carrier Contact Name:** Bogdan Bazhan

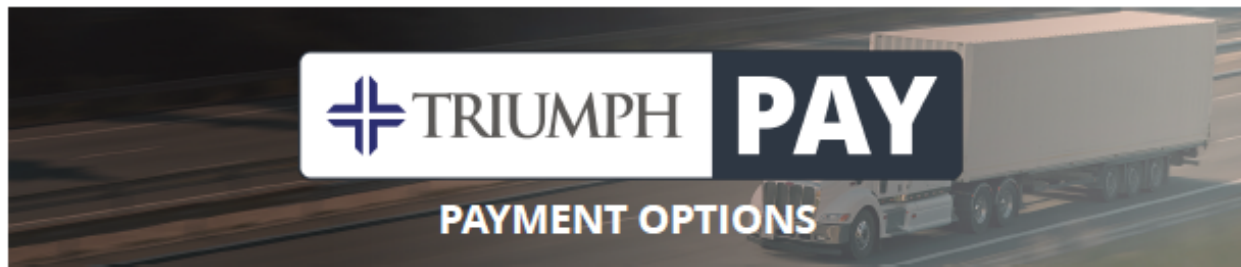
**Date:**

**Email:** IHOWARD@USXPRESS.COM

**Phone:** (623)308-3894

**Carrier Signature:**

**Please Sign and Fax back to U.S. Xpress Logistics @ (423)485-6313**



SAME DAY	5-DAY	STANDARD
2% QP	1.5% QP	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](mailto:logisticsap@usxpress.com)

**QuickPay:** [logisticsqp@usxpress.com](mailto:logisticsqp@usxpress.com)

#### Total Transportation of Mississippi

**Standard:** [logisticsap@totalms.com](mailto:logisticsap@totalms.com)

**QuickPay:** [logisticsqp@totalms.com](mailto:logisticsqp@totalms.com)

**\*Paid within terms from date of receipt of all correct paperwork.**

### Payment Inquiries

Login to TriumphPay or email  
[paystatus@triumphpay.com](mailto:paystatus@triumphpay.com)

Phone: (469)312-7222

### Factoring? Invoice Us Directly.

If you take QuickPay, you don't  
need to invoice your factoring  
company.

### 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

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](http://www.TriumphPay.com)

Carrier Rep: IAN HOWARD

Carrier Contact Name: Bogdan Bazhan

Date:

Email: [IHOWARD@USXPRESS.COM](mailto:IHOWARD@USXPRESS.COM)

Phone: (623)308-3894

Carrier Signature:

Please Sign and Fax back to U.S. Xpress Logistics @ (423)485-6313

**Carrier Rep:** IAN HOWARD

**Carrier Contact Name:** Bogdan Bazhan

**Date:**

**Email:** IHOWARD@USXPRESS.COM

**Phone:** (623)308-3894

**Carrier Signature:**

**Please Sign and Fax back to U.S. Xpress Logistics @ (423)485-6313**

# 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
TONU (Truck Ordered, Not Used)	Dry Van \$150 Refrigerated \$200
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.**

© 2022 Xpress Technologies, Inc.

Carrier Rep: IAN HOWARD

Carrier Contact Name: Bogdan Bazhan

Date:

Email: IHOWARD@USXPRESS.COM

Phone: (623)308-3894

Carrier Signature:

Please Sign and Fax back to U.S. Xpress Logistics @ (423)485-6313



SHIPPER PROVIDED SHORT FORM BILL OF LADING - NOT NEGOTIABLE - DOMESTIC

ALL PARTIES HERETO AND THEIR ASSIGNS ARE FAMILIAR WITH AND AGREE THIS BILL OF LADING IS SUBJECT TO: (1) THE TERMS AND CONDITIONS OF THE UNIFORM DOMESTIC STRAIGHT BILL OF LADING AS SET FORTH IN THE UNIFORM OR NATIONAL MOTOR FREIGHT CLASSIFICATION; & (2) TARIFFS & CLASSIFICATIONS IN EFFECT ON THE DATE HEREON.

ORIGINATING CARRIER: GWLL  
ROUTE:

CUSTOMER PICKUP

ORIGINAL

VEHICLE ID: W99429 *X-2*  
TIME IN: TIME OUT: SHIP-DATE: 06/26/23  
CARRIER PRO NUMBER:  
SHIP TO: AMERICAS INTERNATIONAL  
C/O AMWARE WAREHOUSE  
(FORMERLY R&J WAREHOUSE)  
2700 GILCHRIST RD. *QD*  
AKRON OH 44309 *X-*

BILL OF LADING NO  
0017712725  
CARRIER INVOICE REF #  
71722637477M  
PAGE 1

FREIGHT TERMS: COL  
SECT. 7 APPLIES:  
GT&R, *X-2*

SHIP FROM: THE GOODYEAR TIRE & RUBBER COMPANY  
HOUSTON CHEMICAL PLANT  
2000 GOODYEAR DRIVE  
HOUSTON TX 77017

DELIVERY: 44709909 *X-2*

PACKAGE CODES

MC = Metal Cont

PCS	PKG	HM	DESCRIPTION	WEIGHT
14	MC		RUBBER, SYNTHETIC, CRUDE NMFC 171800. MATERIAL: 20359850 STCC: 2821220AA PLF1502 GPS5 P/C: 443XXX CUST MATL: PO: FX0000117035L2 / CODE: 60079 TOTAL TARE WEIGHT	40,228 LBS  4,143 LBS
14			TOTALS	44,371 LBS <i>X-2</i>

COMMENTS

SHIPPER LOAD / CONSIGNEE UNLOAD  
PURCHASE ORDER NUMBER(S): 11281  
SEAL NUMBER(S): 7857204 *X-2*

THE GOODYEAR TIRE & RUBBER COMPANY, SHIPPER

PER: GT&R *Makina*

DATE: 6/26/23

200 INNOVATION WAY. AKRON, OH 44316

RECEIVED IN APPARENT GOOD ORDER: EXCEPTIONS NOTED

CARRIER PER: *X-2*

DATE: 6/26/23

PRINT NAME

Carlos Diaz

*Flexco*

1601 E 6th Street  
Jussumbia, AL 35674

*Burt Lancaster*

*Burt Lancaster*  
*Flexco*