



**Bill to:**  
K&L FREIGHT MANAGEMENT  
745 S. ROHLWING RD,  
Addison,  
IL,  
60101

Invoice Date: 06/28/2023  
Invoice #: 4113878  
Terms: NET 30  
Due Date: 07/28/2023

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
06/26/2023		400 Leprino Ave, Waverly, NY, USA - 5905 Mesker Street, Weston, WI, USA			
			1	1900	1900

TOTAL
1900

**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 \*\*\*

Page 1

Date: 06/12/2023  
Order: 4113878

K & L FREIGHT MANAGEMENT | 3813 ILLINOIS AVE | ST. CHARLES, IL 60174 P 630-607-1501 | F 630-628-6023

<b>Carrier:</b> ROYAL3 INC CHICAGO IL 60638		<b>Contact:</b> phil <b>Phone:</b> 630-485-7370 <b>Fax:</b> <b>Email:</b> phil@royal3inc.com	
<b>Carrier Driver:</b> <b>Driver Number:</b>			
<b>Order</b>	<b>Miles:</b>	924.0	<b>Commodity:</b> FOOD PRODUCT
	<b>Temp:</b>		<b>Weight:</b> 44990.0
	<b>BOL:</b>	161218458	<b>Trailer:</b> Van (DAT)
			<b>Reference:</b>
<b>PU 1</b>	<b>Name:</b>	WAVERLY	<b>Date:</b> 06/26/2023 1400
	<b>Address:</b>	400 LEPRINO AVE	06/26/2023 1400
		WAVERLY NY 14892	<b>Drvr Ld/Unld:</b> No driver loading or unload
<b>SO 2</b>	<b>Name:</b>	CEDAR GROVE SCHOFIELD DRY	<b>Date:</b> 06/28/2023 0700
	<b>Address:</b>	5905 MESKER STREET	06/28/2023 0700
		WESTON WI 54476	<b>Drvr Ld/Unld:</b> No driver loading or unload
<b>Payment</b>	<b>Carrier Freight Pay:</b>	\$1,900.00	
	<b>Total Carrier Pay:</b>	\$1,900.00	

## Instructions

WAVERLY - LEPRDECO: TRAILER MUST BE CLEAN, FOOD GRADE TRAILER WITH NO HOLES OR DEBRIS. TRAILER WILL BE REJECTED AT SHIPPER IF NOT IN FOOD GRADE CONDITION.

WAVERLY - LEPRDECO: FOOD GRADE TRL REQ + 2 LOAD BARS REQUIRED + DRV MUST ACCEPT MACROPOINT

**\*\*\*Agreement Terms\*\*\*** This rate is reliant upon successful and on-time completion of all load terms as orally fixed or written on this RCA. Carrier is prohibited from and shall not re-broker, sub-broker, subcontract, assign, interline or warehouse any shipments hereunder without prior consent from K&L. All Assessorial charges must be authorized, approved and reported at the time of occurrence with qualifying receipts attached.

**\*\*\*Tracking Policy\*\*\*** Carrier must require its driver to accept MacroPoint tracking, which will send automatic updates, rather than submitting calls. K&L customers require updates every 2-4 hours. With MacroPoint tracking, Carrier location is provided without any hassles and is turned off immediately after load is delivered.

**\*\*\*Seal Policy\*\*\*** Seal information must be given to dispatcher within one hour of freight pickup or \$50 per occurrence rate reduction. Reply to [carriersales@kandlfreight.com](mailto:carriersales@kandlfreight.com).

**\*\*\*On-time Performance Policy\*\*\*** Late arrival at origin or destination is subject to \$100 per occurrence rate reduction.

**\*\*\*Paperwork Policy\*\*\*** Signed, legible Proof of Delivery paperwork, and lumper receipts if applicable, are due ASAP and are required within 48 hours of delivery or a rate reduction will take place. Late paperwork- \$50 per occurrence, \$10 additional per day. Illegible BOL- \$25 per occurrence. Send paperwork to the email chain and CC: [POD@KandLFreight.com](mailto:POD@KandLFreight.com).

**All Carrier Payments are now processed through TriumphPay.com**

Please register online in order to receive payments:

1. Go to [www.secure.TriumphPay.com](http://www.secure.TriumphPay.com)
2. Register your company
3. Connect with K&L Freight Management Inc.
4. Add your payment information
5. Control your money!

**Get Paid Now!**

Login to TriumphPay.com to set up your default payment method.

**Todos los pagos del operador ahora se procesan a través de TriumphPay.com**

Regístrese en línea para recibir pagos:

1. Ir a [www.secure.TriumphPay.com](http://www.secure.TriumphPay.com)
2. Registre su empresa
3. Conéctese con K&L Freight Management Inc.
4. Agregue su información de pago
5. ¡Controla tu dinero!

**¡Obtenga su pago ahora!**

Inicie sesión en TriumphPay.com para configurar su método de pago predeterminado.



## **RATE CONFIRMATION AGREEMENT FOR K&L FREIGHT MANAGEMENT**

This Rate Confirmation Agreement ("the RCA") includes all stop-off charges, fuel surcharges, loading, unloading and any additional accessorial charges. This RCA cannot be changed, modified, or supplemented by reference to any other rates, rules, classification, schedule, or tariff. Carrier shall be liable for the full invoice price of cargo with respect to loss, damage, injury, or delay. In no event will any Carrier limitation of liability apply to services hereunder.

K & L Freight Management, Inc. ("K&L") is an expedited freight brokerage company. The loads Carrier agrees to transport are expedited and of a time sensitive nature. Most of K&L's customers are manufacturers that depend on their shipments arriving on time to keep to production schedules or to avoid delays on their production lines. Therefore, any variance to the load-specific expectations of Carrier's performance bears additional consequences, as defined below.

### **ADDITIONAL TERMS:**

#### **1. Service and Rate Stipulation**

This rate is reliant upon successful and on-time completion of all load terms as orally fixed or written on this RCA, and rate will be reduced by a minimum of 30% if Carrier fails to complete any shipment terms and conditions. Rate will be reduced if Carrier picks up or delivers the load after the confirmed and scheduled date and time. Carrier acknowledges that any failure to comply with the terms and conditions for this shipment may endanger or result in loss of future business opportunities with K&L or cancellation of K&L Broker Carrier Agreement (the "Agreement").

#### **2. Accessorial/Waiting Time Charges**

K&L will not authorize any receipt that is not from a lump sum service. After receipt has been sent to K&L by Carrier, the K&L account manager will revise the RCA with the additional charge for lump sum service. If the lump sum amount is under \$399, then Carrier consents to K&L assessing a 10% fee of the lump sum amount to issue payment. For lump sum amounts \$400 and above, the fee is capped at \$40.

**\*\*DETENTION WILL NOT BE APPROVED AND WILL NOT BE PAID BY K&L IF CARRIER IS LATE FOR PICK UP OR DELIVERY APPOINTMENT.**

#### **3. Tracking and Carrier Call-In Requirements**

Carrier must require its driver to accept MacroPoint tracking, which will send automatic updates, rather than submitting calls. K&L customers require updates every 2-4 hours. With MacroPoint tracking, Carrier location is provided without any hassles and is turned off immediately after the load is delivered.

- Carrier must notify K&L of arrival at, and departure from, the shipper(s) at time of the occurrence.
- Carrier must verify piece(s) and weight(s) with K&L upon loading.
- Carrier must notify K&L of arrival at, and departure from, the consignee at time of the occurrence. K&L requires the name of the individual who signed off on the BOL with date and time.

K&L also requires communication from Carrier for any reason in which Carrier will be late to a pickup or delivery.

AT NO POINT IS CARRIER TO CALL EITHER SHIPPER OR CONSIGNEE TO CHANGE ANY APPOINTMENT TIMES.

Any changes must be made directly by K&L. Carrier consents to a load compensation reduction of 30% of the rate if it fails to adhere to this requirement.

#### 4. Food Grade Trailer Requirements

If a load that Carrier is handling is a food grade commodity, K&L has strict food grade trailer requirements that must be met. All food grade trailers must be clean of any debris on the floor and or side walls. Trailers must be entirely dry. All vents must be closed and properly sealed off to prevent any water from entering the trailer. Trailer must be clear of glass (loose or embedded in the floors or walls) and metal shavings. Trailer must be odor free. Trailer must not have been previously used to deliver paints, tires, or hazardous chemicals. If a trailer arrives at a shipper with any of these issues, K&L will not be responsible for ANY fees or costs incurred by Carrier, including, but not limited to, deadhead miles or truck order not used fees.

#### 5. Air Transportation

Prior to handling air transportation cargo, Carrier must be accepted as an authorized agent with K&L. This will require an Authorized Representative Security Compliance Agreement contract to be signed prior to handling air cargo. All authorized agents representing K&L must have padlocks on ALL vehicles when making airport drops and recoveries.

#### 6. Seals & Padlocks

All shipments which have a seal placed on the trailer must arrive at the delivery location with the same seal intact. If Carrier breaks the seal and does not contact K&L, then Carrier (or Carrier's insurer) may be responsible for the value of the entire shipment. If Carrier determines that it must break a seal, then Carrier must obtain authorization from the account manager with whom Carrier booked the load PRIOR to breaking the seal. It is Carrier's responsibility to ensure that the shipper affixes the seal on the trailer. Further, it is Carrier's responsibility to ensure that the consignee breaks the seal. All shipments, regardless of LTL, Partial, or Exclusive trailer, require a padlock at all times on the door as a theft-prevention device.

\* Please call the K&L office at 630-607-1501 for all dispatch needs\*

\*All delays, overages/shortages and/or damages must be reported immediately to K&L.

\*All Freight Bills are to be sent to: AP.KLFM@KandLFreight.com

\*Carrier is prohibited from and shall not re-broker, sub-broker, subcontract, assign, interline or warehouse any shipments hereunder without prior consent from K&L. Should Carrier breach this term, it agrees to indemnify and hold K&L harmless from any and all claims or causes of action, including payment of K&L's attorney fees.

K&L Freight Management, Inc.

3813 Illinois Ave.

St. Charles, IL 60174

(630) 607-1501

[www.kandlfreight.com](http://www.kandlfreight.com)





Page: 3  
Date: 06/26/23

**Straight Bill of Lading**  
Short Form  
Original-Non Negotiable

Leprino Foods Company  
1830 West 38th Avenue  
Denver CO 80211-2200 US  
Phone # 1-800-LEPRINO

The property described below, in apparent good order, except as noted (contents and conditions 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 the destination, and 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 terms and conditions of the Uniform Code of Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classifications in effect on the date hereof, if this is a rail or rail-water shipment, or (2) if the applicable motor carrier classification or tariff, if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and his assigns.

**Consigned To:**

CEDAR GROVE SCHOFIELD DRY  
5905 MESKER ST  
WESTON WI 54476

**Shipped From:**

WAVERLY  
400 LEPRINO AVE  
WAVERLY NY 14892-1384

USDA# 42-458  
Phone# 5708889658

**Consignee**  
**Appointment**  
Date:  
Time:  
**Arrival**  
Date:  
Time:  
**Unloading Complete**  
Date:  
Time:

**Shipper**  
**Appointment**  
Date: 06/26/23  
Time: 00:00:00  
**Arrival**  
Date:  
Time:  
**Loading Complete**  
Date: 11:40:12  
Time:

**PALLET EXCHANGE**  
48 X 40-4-way pallets  
**Received** 0  
**Shipped** 22  
**Good**  
**Repairable**  
**Other** 0  
**No Exchange Domestic**

Consignee to exchange 0 With Carrier

**IMPORTANT**  
This shipment requires protective service as indicated below.  
Keep Product temperature at:  
DRY °F

Subject to section 7  
If charges are to be prepaid, write or stamp here. **"Prepaid"**  
**PREPAID**  
Subject to section 7 of conditions of applicable bill of lading, if this shipment is delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:  
The carrier shall not make any delivery of this shipment without payment of freight and all other applicable charge.  
**(Signature of consignor)**  
Delivery Date: 06/28/23  
Time is of the essence  
**REPORT ANY DELAY TO LEPRINO FOODS TRAFFIC IMMEDIATELY**

DATE	RELEASE #	CUSTOMER PO#	CARRIER/ID#
06/26/23	450360155		Royal 3-W94924

PRODUCT CODE	PRODUCT DESCRIPTION	QUANTITY	UOM	WEIGHT
	PALLET#	PRODUCTION DATE	PALLET WEIGHT	UOM

COA WITH LOAD N/A  
COA TO BE FAXED N/A

ACTUAL NET WEIGHT ..... : 44,000.000  
BOX TARE WEIGHT AT STANDARD : 44.000  
22 PALLETS AT STANDARD ..... : 946.000  
ESTIMATED TOTAL WEIGHT .... : 44,990.000 LB  
TOTAL CASES ..... : 22.000

**COMMENTS:**

\*\*\*\*\*  
Unless specified differently in an agreement signed by Leprino Foods Dairy Products Company and their respective subsidiaries and affiliates (hereinafter "Leprino") and not withstanding anything to the contrary contained in any other order documentation, Leprino's responsibility and liability arising out of contract or tort (including, without limitation, all claims for a breach of warranty or guarantee, failure of performance or delay in performance by Leprino or performance or non-performance of the goods supplied by Leprino) for all claims brought by Buyer (including entities related to or affiliated with Buyer) shall not exceed an amount equal to the aggregate amounts paid by Buyer to Leprino for goods during the twelve months immediately preceding an occurrence giving rise to any claim against Leprino. Regardless of any conflicting term contained in any other order documentation, Buyer accepts and agrees to the limitation described in this paragraph. Acceptance is conclusively presumed to have occurred upon Buyer's receipt of the shipment of goods covered by this document.  
\*\*\*\*\*

Leprino Foods Dairy Products Company by R. Brennan

SEAL# 00123305 Consignee must receive Shipment with seal in place. Driver must not break seal.

Carrier is liable for count and condition of shipment during transit. Received 22,000 (Pieces) in good condition.

By (Driver) CD # 0690421730440 Carrier Royal 3 FL  
CD # 0690421730440 State FL

Carrier:





Page: 1  
Date: 06/26/23

**Straight Bill of Lading**  
Short Form  
Original-Non Negotiable

Leprino Foods Company  
1830 West 38th Avenue  
Denver CO 80211-2200 US  
Phone # 1-800-LEPRINO

The property described below, in apparent good order, except as noted (contents and conditions 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 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 terms and conditions of the Uniform Code of Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classifications in effect on the date hereof, if this is a rail or rail-water shipment, or (2) if the applicable motor carrier classification or tariff, if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and his assigns.

**Consigned To:**

CEDAR GROVE SCHOFIELD DRY  
5905 MESKER ST  
WESTON WI 54476

**Shipped From:**

WAVERLY  
400 LEPRINO AVE  
WAVERLY NY 14892-1384

USDA# 42-458  
Phone# 5708889658

<b>Consignee</b> <b>Appointment</b> Date: Time: <b>Arrival</b> Time: <b>Unloading Complete</b> Time:	<b>PALLET EXCHANGE</b> 48 X 40-4-way pallets <table border="1"><tr><td></td><td>Received</td><td>Shipped</td></tr><tr><td>Good</td><td>0</td><td>22</td></tr><tr><td>Repairable</td><td></td><td></td></tr><tr><td>Other</td><td>0</td><td></td></tr><tr><td colspan="3">No Exchange Domestic</td></tr></table> Consignee to exchange <u>0</u> With Carrier		Received	Shipped	Good	0	22	Repairable			Other	0		No Exchange Domestic			Subject to section 7 If charges are to be prepaid, write or stamp here. <b>"Prepaid"</b> <b>PREPAID</b> Subject to section 7 of conditions of applicable bill of lading, if this shipment is delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make any delivery of this shipment without payment of freight and all other applicable charge.  (Signature of consignor) Delivery Date: 06/28/23 Time is of the essence <b>REPORT ANY DELAY TO LEPRINO FOODS TRAFFIC IMMEDIATELY</b>
	Received	Shipped															
Good	0	22															
Repairable																	
Other	0																
No Exchange Domestic																	
<b>Shipper</b> <b>Appointment</b> Date: 06/26/23 Time: 00:00:00 <b>Arrival</b> Time: <b>Loading Complete</b> Time: 11:40:12	<b>IMPORTANT</b> This shipment requires protective service as indicated below.  Keep Product temperature at: <b>DRY °F</b>																

DATE	RELEASE #	CUSTOMER PO#	CARRIER/ID#
06/26/23	450360155		Royal 3-W94924

PRODUCT CODE	PRODUCT DESCRIPTION	QUANTITY	UOM	WEIGHT
	PALLET#	PRODUCTION DATE	PALLET WEIGHT	UOM
100000336	WP SWEET GRADE A 2000LB	22	2,000.000 LB	BAG
				44,000.000 LB
	22245914	06/14/23	2,000.000 LB	USDA# 42-458
	22245915	06/14/23	2,000.000 LB	USDA# 42-458
	22245916	06/14/23	2,000.000 LB	USDA# 42-458
	22245917	06/14/23	2,000.000 LB	USDA# 42-458
	22245918	06/14/23	2,000.000 LB	USDA# 42-458
	22245919	06/14/23	2,000.000 LB	USDA# 42-458
	22245920	06/14/23	2,000.000 LB	USDA# 42-458
	22245955	06/14/23	2,000.000 LB	USDA# 42-458
	22245956	06/14/23	2,000.000 LB	USDA# 42-458
	22245957	06/14/23	2,000.000 LB	USDA# 42-458
	22245958	06/14/23	2,000.000 LB	USDA# 42-458
	22245959	06/14/23	2,000.000 LB	USDA# 42-458
	22245960	06/14/23	2,000.000 LB	USDA# 42-458
	22245961	06/14/23	2,000.000 LB	USDA# 42-458
	22245962	06/14/23	2,000.000 LB	USDA# 42-458
	22245963	06/14/23	2,000.000 LB	USDA# 42-458
	22245964	06/14/23	2,000.000 LB	USDA# 42-458
	22245965	06/14/23	2,000.000 LB	USDA# 42-458
	22245966	06/14/23	2,000.000 LB	USDA# 42-458
	22245967	06/14/23	2,000.000 LB	USDA# 42-458
	22245968	06/14/23	2,000.000 LB	USDA# 42-458

\*\*\* CONTINUED ON PAGE: 2 \*\*\*

Leprino Foods Dairy Products Company by \_\_\_\_\_ Carrier: \_\_\_\_\_

SEAL# 00123305 Consignee must receive Shipment with seal in place. Driver must not break seal.

Carrier is liable for count and condition of shipment during transit. Received 22,000 (Pieces) in good condition.

By (Driver) \_\_\_\_\_ Carrier \_\_\_\_\_

CDL# \_\_\_\_\_ State \_\_\_\_\_





Page: 2  
Date: 06/26/23

**Straight Bill of Lading**  
Short Form  
Original-Non Negotiable

Leprino Foods Company  
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Phone # 1-800-LEPRINO

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**Consigned To:**

CEDAR GROVE SCHOFIELD DRY  
5905 MESKER ST  
WESTON WI 54476

**Shipped From:**

WAVERLY  
400 LEPRINO AVE  
WAVERLY NY 14892-1384  
USDA# 42-458  
Phone# 5708889658

<b>Consignee</b> <b>Appointment</b> Date: Time: <b>Arrival</b> Time: <b>Unloading Complete</b> Time:	<b>PALLET EXCHANGE</b> 48 X 40-4-way pallets <table border="1"><tr><td></td><td><b>Received</b></td><td><b>Shipped</b></td></tr><tr><td>Good</td><td>0</td><td>22</td></tr><tr><td>Repalrable</td><td></td><td></td></tr><tr><td>Other</td><td>0</td><td></td></tr><tr><td colspan="3">No Exchange Domestic</td></tr></table> Consignee to exchange <u>0</u> With Carrier		<b>Received</b>	<b>Shipped</b>	Good	0	22	Repalrable			Other	0		No Exchange Domestic			<b>Subject to section 7</b> If charges are to be prepaid, write or stamp here. <b>"Prepaid"</b> <b>PREPAID</b> <b>Subject to section 7 of conditions of applicable bill of lading. If this shipment is delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:</b> <b>The carrier shall not make any delivery of this shipment without payment of freight and all other applicable charge.</b>  <b>(Signature of consignor)</b> Delivery Date: 06/28/23 Time is of the essence <b>REPORT ANY DELAY TO LEPRINO FOODS TRAFFIC IMMEDIATELY</b>
	<b>Received</b>	<b>Shipped</b>															
Good	0	22															
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DATE	RELEASE #	CUSTOMER PO#	CARRIER/ID#
06/26/23	450360155		Royal 3-W94924

PRODUCT CODE	PRODUCT DESCRIPTION		QUANTITY	UOM	WEIGHT
	PALLET#	PRODUCTION DATE	PALLET WEIGHT	UOM	
	22245969	06/14/23	2,000.000 LB		USDA# 42-458
100000016	PALLET - STANDARD WOODEN		22.000	43.000 LB	EA
					946.000 LB

\*\*\* CONTINUED ON PAGE: 3 \*\*\*

Leprino Foods Dairy Products Company by \_\_\_\_\_

SEAL# 00123305 Consignee must receive Shipment with seal in place. Driver must not break seal.

Carrier: \_\_\_\_\_

Carrier is liable for count and condition of shipment during transit. Received 22,000 (Pieces) in good condition.

By (Driver) \_\_\_\_\_ Carrier \_\_\_\_\_

CDL# \_\_\_\_\_ State \_\_\_\_\_