



Bill to:
SURGE TRANSPORTATION
PO BOX 429,
New Glarus,
WI,
53574

Invoice Date: 06/30/2023
Invoice #: 10257228
Terms: NET 30
Due Date: 07/30/2023

| Date | Customer Ref # | Origin - Destination | Quantity | Rate | Amount |
|------------|----------------|---|----------|------|--------|
| 06/29/2023 | | 231 Morgan Lane, York, PA 17406, USA - 590 Oak Grove Church Road, Mount Airy, NC 27030, USA | | | |
| | | | 1 | 750 | 750 |

| TOTAL |
|-------|
| 750 |

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 Agreement for Surge Transportation Inc.

SHIPMENT WEIGHT: If DRY load the total weight can be up to 45,000 lbs.; if REFRIGERATED load the weight can be up to 44,000 lbs.

TRAILER REQUIREMENTS: All trailers must be food grade. No leaks, cracks, or odors are allowed. Commingling of product is not allowed even when there is room on the trailer. Shipments arriving with BROKEN SEALS, not broken by DOT, or at the INCORRECT TEMPERATURE are subject to complete refusal and a claim may be filed against the carrier for the full value of the product.

TRACKING: Mobile telephone satellite tracking is required for this load. Rate includes tracking and there is no charge to the driver's phone bill. If driver is not on tracking and we have to send in another truck to recover load, your company will be placed on our DO NOT LOAD LIST for poor communication. In order to QUALIFY FOR DETENTION your driver must have activated tracking for the duration of the entire trip to verify arrival and departure times. If tracking exception was made in extreme circumstance to remain on load without tracking, check calls must be made via email to ops@surgetransportation.com upon arrival and departure from both shipper and receiver and good communication is expected throughout the entire trip.

NON-COMPLIANCE: IF YOU PICK UP THIS SHIPMENT AFTER YOU HAVE BEEN SENT A CANCELTION NOTICE DUE TO NON-COMPLIANCE YOU WILL BE CHARGED THE TONU FOR THE RECOVERY CARRIER THAT WAS TO PICK UP THE LOAD.

TEAM LOADS: If you are on a team load, we require two numbers for tracking. We must be notified immediately if drivers are changed and replacement drivers must also be tracking.

UNLOADING ADVANCES: Surge will advance unloading/lumper costs which occur during our operating hours. The check fee for this advance is \$10.00. Driver unloading is not permitted and not reimbursed. Send unloading advance requests to ops@surgetransportation.com at the time of unloading. If receipt is audited and not approved by Surge or customer, carrier will not be reimbursed. Lost/unapproved receipts will not be reimbursed and will be charged back if the funds were advanced.

ON-TIME SERVICE: Surge is paying for On-Time Service. Carrier certifies that their driver, or drivers if team, has the AVAILABLE HOURS OF SERVICE to pick up and deliver this shipment ON-TIME. Carrier can be charged up to \$50 per hour for late pickups/deliveries or \$300 per day for late deliveries. For non-preventable delays, fees can usually be avoided with an email notifying Surge of the late truck PRIOR to the miss. Customer chargebacks will be passed to the carrier for late fees if they occur.

IF THIS IS AN EXPEDITED SHIPMENT, YOU ARE BEING PAID A PREMIUM TO DELIVER ON-TIME. IF YOU DO NOT DELIVER ON TIME, THE RATE WILL BE ADJUSTED TO THE CURRENT NORMAL MARKET RATE.

UNAUTHORIZED LAYOVER: If carrier knowingly picks up this shipment late, or without available driving hours of service, and then cannot make delivery on-time, Surge will not pay layover fees for days required to reschedule delivery appointment. Layovers do not apply to FCFS locations.

APPOINTMENT RESCHEDULING: All appointment reschedules must be made by Surge. Carrier shall not reschedule any appointments — this applies especially in the case of Wal-Mart the carrier WILL NOT reschedule delivery appointment and DELIVER EARLY as it causes a FINE from Wal-Mart. If carrier reschedules any Wal-Mart appointments, they will be placed on the DO NOT LOAD list.



UNEXPECTED COSTS/FEES: If there are unexpected miles, layovers, or stop-offs that occur on this shipment before delivery the payment will be the following. Each additional stop off will be paid at \$75 per stop off. Each 24 hr. day of layover will be paid at \$250 per day of layover. Out of route or additional miles will be paid at the SAME RATE PER MILE as the original agreement for hauling the load. Truck Ordered Not Used (TONU) will be paid at \$150.

DETENTION: Requests must be submitted to detention@surgetransportation.com within 48 hours of delivery for audit. Approval/denial can take up to 45 days depending on the evidence. If approved, you will receive a new load # for detention only. Please submit invoice for the original load separately to expedite payment. We want you to be paid quickly and not delayed due to detention audit. Email the following information: load number, IN and OUT times written in the body of the email AND recorded on the BOL (attach BOL), indicate whether the detention request is for the pick up/delivery/both. The rate of pay for DETENTION is \$50.00 per hour, after 3 hours, in increments of \$12.50 per 15 minutes. Max \$250 Carriers not using phone/satellite tracking are not eligible for detention since that is how we prove in and out times with customers.

CARRIERS MOVING PERISHABLE SHIPMENTS: Carrier will verify that the equipment is suitable for the transportation of food, dairy and milk products for human or animal consumption as well as other perishables, and will comply with all applicable laws and regulations, including maintenance of permits and record keeping requirements as defined by the Food Safety Modernization Act. Carrier warrants that Carrier will inspect or hire a service to inspect vehicle's refrigeration or heating unit at least once each month and that record will be retained for at least one year and provide copies to carrier's insurance and broker upon request. Each unit must maintain adequate fuel levels for refrigeration/heat and assume liability for failure to do so.

RECOVERY SERVICE: If carrier picks a load and is not able to deliver, any recovery costs will be charged back to carrier. Surge reserves the right to have another carrier or tow company deliver the load when a delay becomes excessive due to mechanical delay or other issue.

O.S.D./DAMAGES: must be emailed at the moment they occur 24/7 with UPC codes case counts, condition, and photos. If product is returned to the trailer, customer will decide disposition and payment will be the following: \$1.25 per mile, plus \$75 stop-off to take it to a local food bank or LTL dock, or return to shipper. If layovers are incurred to complete the return, payment is \$250 per day of layover. Each return or donation requires its own POD for payment of the return portion and/or payment for the original shipment. Non-compliance can further result in a cargo claim if valuable product is returned to trailer.

INVOICES: Please send your invoice, BOL, and any additional paperwork to invoice@surgetransportation.com. Make sure and register your account at Triumphpay.com. You can access all your loads and pay details at this site. If you have questions about registering at Triumphpay.com email info@triumphpay.com for more info.

UNDERSTANDING APPOINTMENTS ON YOUR RATE CONFIRMATION: while we definitely want to service our customer sites with on-time pick-up and delivery, we want our carrier partners and drivers to understand that there can be flexibility with regard to getting loaded and/or unloaded.



- A. Your 'Scheduled Appointment' is the time you are scheduled to load or unload. If you do not arrive on time for the scheduled appointment you will not qualify for detention, but you may still be able to get loaded or unloaded depending on the site's hours and work-in policies.
- B. Your 'Can Work-In No Later Than' time is the time the site closes and stops working in trucks. This is not an appointment window, it is not FCFS, it is not desirable to be late, however there is a very high likelihood that the site needs to keep things moving and will still work with the driver based on their hours and policies.
- C. If the 'Scheduled Appointment' is the same time as the 'Can Work-In No Later Than' time, this means that the site is strict and will not take late trucks – if you cannot make on time you will need a new appointment to be scheduled entirely. Examples: Wal-Mart, Costco, Target, etc...

In the example below, the 'Scheduled Appointment' time is 6am. However, based on site hours and policies, the truck can arrive as late as 23.45 to load or unload as a work-in. In a case such as this, please contact the Surge – Track-Trace Department – tracktrace@surgetransportation.com to notify us of the ETA and call the site to let them know your ETA as well.

| | |
|--|-----------------|
| Scheduled Appointment: | 10/13/2021 0600 |
| Can Work In No Later Than: | 10/13/2021 2345 |
| No Detention Paid if Late to Scheduled Appointment | |

THANK YOU FOR YOUR PARTNERSHIP!

CARRIER SERVICES DEPARTMENT: While we want every carrier to have a good experience with Surge on every load, we know this can be a challenging business and sometimes things unexpectedly go wrong. If you encounter a problem that your carrier sales rep cannot resolve to your satisfaction, please escalate to our Carrier Services Department by contacting carrierservices@surgetransportation.com

Remit to Address for Invoice / BOL:
Surge Transportation Inc.
6001 Argyle Forest Blvd. Suite 21-342
Jacksonville, FL 32244
(844) 591-6090
www.surgetransportation.com

Surge Transportation Inc.
6001 Argyle Forest Blvd. Suite 21-342
Jacksonville, FL 32244
844-591-6090 904-212-2172



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Load Confirmation

10257228

Carrier: BRZ
Burbank IL 60459
Date: 06/29/2023

Contact: Austin
Phone:

Order: 10257228
Miles: 403.0
Temp: SET PER SHIPPER/ BOL INSTRUCTIONS
BOL: 161838400
Commodity: PALLETS - VAN ONLY
Weight: 42000.0
Trailer: Van (DAT)
Reference:

PU1 Name: IFCO SYSTEMS YORK Scheduled Appt: 06/29/2023 1400
Address: 231 MORGAN LANE Can Work In No Later Than: 06/29/2023 1400
No Detention Paid if Late to Scheduled Appointment

YORK PA 17406
Shipment Origin Code 4B IFCO
Acceptable Source DUNS Number AD 96-860-697
Purchase Order Number PO DENISE
Previous Bill of Lading Number PU 161838400
Shipper's Identifying Number for Shipment (SID) SI 0282225515
Transaction Reference Number TN 193601978
Mutually Defined ZZ 6083-0001
Pickup Reference Number P8 39919556

SQ2 Name: HOLLAR AND GREEN MOUNT AIRY Scheduled Appt: 06/30/2023 0800
Address: 590 OAK GROVE CHURCH RD Can Work In No Later Than: 06/30/2023 1400
No Detention Paid if Late to Scheduled Appointment

MOUNT AIRY NC 27030
Purchase Order Number PO DENISE
Previous Bill of Lading Number PU 161838400
Shipper's Identifying Number for Shipment (SID) SI 0282225515
Mutually Defined ZZ 901731

USD Payment **Carrier Freight Pay:** \$750.00



Net Carrier Pay:

\$750.00

In the event that a rate quote is sent that contains a clerical/scrivener error the parties agree that the prevailing market rate will be applied confirmed by a modified rate confirmation being executed by the parties.

~~Carrier Instructions and Requirements: This form must be completed and returned before driver can be loaded. The terms and conditions of this confirmation and the written bilateral master transportation contract between~~

Surge Transportation, Inc. (a property broker) and Carrier shall govern this agreement, if any. Otherwise, the parties agree that the Transportation Terms and Conditions found www.surgetransportation.com shall govern.

IFCO SYSTEMS YORK - IFCOTAFL: DO NOT DELIVER WALMART EARLY. DO NOT RESCHEDULE WALMART APPTS. IF EITHER OF THESE OCCUR THERE WILL BE FINES FROM THE CUSTOMER THAT WE WILL PASS ALONG TO THE CARRIER.

INVOICE DEPT AT SURGE MUST BE NOTIFIED OF LUMPERS AND RECEIPT SUBMITTED WITHIN 24 HOURS OR THEY WILL NOT BE REIMBURSED. PLEASE SEND A COPY OF THE RECEIPT TO INVOICE@SURGETRANSPORTATION.COM ALONG WITH THE LOAD #

DRIVER MUST EMAIL TRACKTRACE@SURGETRANSPORTATION.COM 45MIN PRIOR TO DETENTION STARTING SO THAT WE MAY NOTIFY OUR CUSTOMER. DETENTION IS NOT VALID FOR FCFS OR WORK-IN LOCATIONS. DETENTION WILL MAX AT 250.00 PER 24HR PERIOD. ALL REQUESTS FOR DETENTION MUST BE EMAILED TO DETENTION@SURGETRANSPORTATION.COM WITHIN 48HRS OF DELIVERY.

Please Sign: *Austin Ostojic*

Driver Name: Leek

Driver Cell: (515) 778-5767

Driver Email:

Tractor #: 800

Trailer #: HT367112

(X) Accept

() Decline



Attention: Marites Bawagan

Phone: (844) 591-6090

Ext #: 533

marites.bawagan@surgetransportation.com

Please use this email, if you want to contact other operation dispatcher :

ops@surgetransportation.com

BILL OF LADING Page: 1/1



Ship From
IFCO SYSTEMS York
231 Morgan Ln
York PA 17406

Bill of Lading Number : 0282225515
Pro Num :

Ship To
Hollar & Greene Produce Company, Inc.
590 Oak Grove Church Road
MOUNT AIRY NC 27030

Carrier: Surge Transportation, Inc

Trailer#:1394227
Seal#(s):8580066 SCAC: SURG

Third Party Freight Charges Bill To
IFCO SYSTEMS US, LLC
3030 North Rocky Point Drive, Suite 300
Tampa, FL 33607 USA

Freight Charge terms : (freight charges are prepaid unless marked otherwise)

☒ Prepaid ☐ Collect ☐ 3rd Party
☐ Master Bill of Lading with attached underlying Bills of Lading

Purchase Order Number: Denise
Special Instructions:

CUSTOMER ORDER INFORMATION

| Customer Order | #PKGS | Weight | Pallet? | Additional Shipper Info |
|--------------------|--------------|---------------|---------|-------------------------|
| Order#:0282225515 | 7,500 | 39,300 | N | |
| Order#:0282225515 | | 2,700 | Y | |
| Grand Total | 7,500 | 42,000 | | |

CARRIER INFORMATION

| HANDLING UNIT | | PACKAGE | | Commodity Description | Weight (lb) | HM (X) |
|---------------|-----|--------------|-----|--|---------------|--------|
| | | | | Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Section 2(e) of NFMC Item 360 | | |
| QTY | MAT | QTY | UOM | | | |
| 60 | PAL | 7,500 | PCS | 6429Ni RPCs for Food | 42,000 | |
| 60 | | 7,500 | | GRAND TOTAL | 42,000 | |

Where the rate is dependent on value, shippers are required to state specifically, in writing, the agreed or declared value of the property as follows:
"The agreed or declared value of the property is specifically stated by the shipper to be not exceeding 0.00 per

COD Amount : \$0.00
Fee Terms : Collect ☐ Prepaid ☐
Customer check acceptable : ☐

NOTE : Liability Limitation for loss or damage of this shipment may be applicable. See 49 U.S.C. : 14706(c)(1)(A) and (B).

Received, subject to individually determined rates that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all the applicable state and federal regulations.

The carrier shall not make delivery of the shipment without payment of freight and all other lawful charges.

[Signature] 6.29.23
Shipper Signature

SHIPPER SIGNATURE/DATE

Trailer Loaded:
☒ By Shipper
☐ By Driver

Freight Counted:
☒ By Shipper
☐ By Driver / Pallets said to contain
☐ By Driver / Pieces

CARRIER SIGNATURE / PICKUP DATE
Carrier acknowledges receipt of package and required placards. Carrier certifies emergency response information was made available and/or carrier has the U.S. DOT emergency response guidebook or equivalent documentation in the vehicle.
Property described above is received in good order, except as noted.

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the U.S DOT.