Royal 3inc.

# Bill to:

logistics trio

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Invoice Date: 07/05/2023 Invoice #: 236 Terms: NET 30 Due Date: 08/05/2023

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
07/03/2023		Peninsula Dr, Erie, PA, USA - 629 Industrial Drive, Lonsdale, MN, USA			
			1	1600	1600

# **TOTAL**1600

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



2929 Hershey Rd. Erie, PA 16506 Docket: MC1468161 Phone: 877-452-1384 Fax: 814-409-7811

# LOAD CONFIRMATION

Load #	236
Date	07/03/2023
Equipment	Van
Equipment Length	53'
Weight	30000 lbs
Commodity	Dry Goods (General)
<b>Power Unit</b>	751
Trailer	W94936
Distance	862 miles
<b>Declared Value</b>	10000.00

# **Carrier Information**

Zigi Freight/Royal 3 INC	MC Number	MC944686	Driver	Ashlei Hernandez
6850 W 63rd st.	<b>Primary Contact</b>	Samm	Phone	239-758-5122
Chicago, IL 60638	Phone	630-566-1317	Email	undefined
(630) 485-7370	Fax		Fax	

## **Notes and References**

Reference(s) PO#

## **Stops / Actions**

#	Action	Date/Time	Location	Contact
1	Pickup	07/03/23 08:00	TechTank LLC 1825 Peninsula Dr Erie, PA 16505-4250 USA	Nick Peterson Phone: 814-983-0020 Email: npeterson@tech-tank.com
	<b>Notes:</b> M-F 0800-1700	allets of plastics Sunday-Closed		
2	Delivery	07/05/23 07:30	Londsdale Packaging 629 Industrial Dr S.E. Lonsdale, MN 55046-4013 USA	<b>Phone:</b> 507-744-2376
	Notes: mon- Sat-Closed Sun-closed	fri- 0730- 1530	<u>.</u>	

# **Pay Items**

Description	Notes	Quantity	Rate	Amount
Flat Rate		1	1600.00	1600.00
Total				1600.00

Total

Emergency Contact Numbers: Mike-814-873-6694

Krista-814-920-0401

Produce Loads:

Detention is NOT paid on any fresh produce loads.

Driver must pulp produce loads prior to loading to ensure proper temperature for transporting product.

1

Carrier is responsible for count and quality of product delivered.

Carrier agrees that for the above sum, carrier will provide transport services for Logistics Trio.

Carrier agrees and understands that this is not a "trip lease" and that the carrier is an "independent contractor" with its own Motor Carrier Operating Authority. Carrier understands that all permits and taxes are it's sole responsibility. Carrier certifies that it maintains it's own current Cargo, Liability, and Work Comp insurance including "reefer breakdown" coverage.

-CARRIER MUST email or text a picture of the BOL prior to departure of loading dock after EACH pickup. \*Failure to do so could result in a \$100 penalty per violation.

-CARRIER MUST email or text a picture of the signed BOL prior to departure of loading dock after delivery. \*Failure to do so could result in a \$100 penalty.

-CARRIER MUST send a picture of his trailer EMPTY prior to loading \*Failure to do so could result in a \$100 penalty.

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-CARRIER/DISPATCHER MUST perform good communication with Logistics Trio at all times. If you miss a call or see a text, that communication should be replied to within no more than 1 hour. Poor communication could result in a \$100 Penalty

-CARRIER MUST keep tracking (Trucker Tools app) on at ALL times by way of allowing cell phone to ALWAYS know the location, even when not using the app. \*Failure to do so could result in a \$100 penalty.

-Logistics Trio is NOT responsible for ANY/ALL gate or toll fees.

-If CARRIER misses or is late for pickup/delivery appointments, carrier is subject to potential fine amounting to total carrier charges or a rate of \$1.25 per mile at the discretion of Logistics Trio

-CARRIER MUST set reefer temperature at temperature on rate confirmation sheet unless otherwise notified in writing by Logistics Trio (via text or email). (Example: If BOL states 50 degrees, but Logistics Trio rate con states 54 degrees, the reefer temp should be set to 54 degrees as per rate con). \*Failure to do so could result in a \$100 penalty. ALL TEMPERATURES MUST BE PRE-COOLED AND SET TO CONTINUOUS SETTING.

THIS IS AN AGREEMENT BETWEEN LOGISTICS TRIO AND CARRIER. CARRIER SHALL HAUL THE LOAD AT THE RATE ABOVE. CARRIER SHALL CALL LOGISTICS TRIO FOR ALL LOAD INFORMATION. IF LOAD IS CHANGED OR CANCELED BY LOGISTICS TRIO, NO "TRUCK ORDER NOT USED" WILL BE PAID UNLESS LOGISTICS TRIO HAS PROVIDED THE CARRIER WITH LOAD DETAILS (PICK-UP NUMBER, SHIPPER NAME/ADDRESS, AND DRIVER INFORMATION SHEET) AND APPROVED THE CARRIER TO BEGIN DRIVING TOWARDS THE PICK-UP LOCATION. THE SAFE, LEGAL AND PROPER OPERATION OF CARRIER SUPERSEDES ANY REQUEST, DEMAND, PREFERENCE, INSTRUCTION OR INFORMATION PROVIDED BY LOGISTICS TRIO OR CUSTOMERS WITH RESPECT TO ANY SHIPMENT. IF ANY EMPLOYEE OF LOGISTICS TRIO OR ITS CUSTOMER REQUESTS, DEMANDS, OR INSTRUCTS CARRIER TO TAKE ANY ACTION THAT VIOLATES ANY LAW, CARRIER SHALL REFUSE TO TRANSPORT THE LOAD AND IMMEDIATELY CONTACT LOGISTICS TRIO BEFORE TAKING ANY FURTHER ACTION. CARRIER AGREES THAT WHEN CHOOSING TO TRANSPORT A LOAD IT DOES SO ON ITS OWN VOLITION, EXERCISING ITS OWN DISCRETION WITHOUT COERCION OR UNDUE INFLUENCE BY ANY INDIVIDUAL OR ENTITY. \*\*CARRIER OR ITS AGENT CERTIFIES THAT ANY EQUIPMENT FURNISHED WILL BE IN COMPLIANCE WITH IN-USE REQUIREMENTS OF REGULATIONS. THIS AGREEMENT IS SUBJECT TO THE TERMS OF THE BROKER/CARRIER AGREEMENT SIGNED BY THE CARRIER AND LOGISTICS TRIO. THIS AGREEMENT IS AN ADDENDUM TO THE BROKER/ CARRIER AGREEMENT. THIS RATE CONFIRMATION IS INCLUSIVE OF ALL CHARGES. BY SIGNING THIS DOCUMENT, THE CARRIER AND ITS DRIVER AGREE THAT THEY MAY LEGALLY RECEIVE SMS (TEXT) MESSAGES ORIGINATING FROM LOGISTICS TRIO HOWEVER RESPONDING TO OR READING A LOGISTICS TRIO SMS MESSAGE WHILE DRIVING A TRUCK OR MOTOR VEHICLE CAN CAUSE SERIOUS INJURY, DEATH, OR PROPERTY DAMAGE TO YOU OR OTHERS. DO NOT READ OR REPLY TO A MESSAGE UNLESS YOUR VEHICLE IS STATIONARY AND PARKED. THE CARRIER, DRIVER, ANY OTHER EMPLOYEE/AGENT FOR CARRIER ASSUME ALL RESPONSIBILITY FOR ABIDING BY THESE INSTRUCTIONS AND AGREES THAT THEY WILL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS INCLUDING, BUT NOT LIMITED TO: RECEIVING/READING/SENDING SMS MESSAGES, PHONE CALLS, AND/OR ANY OTHER INFORMATION TO OR FROM THE BROKER. CARRIER AGREES TO INDEMNIFY AND HOLD LOGISTICS TRIO HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW FOR ANY AND ALL CLAIMS OF ANY NATURE ARISING OUT OF OR RELATING TO THE HAULING OF THIS LOAD, THE VIOLATION OF THE TERMS OF THE BROKER-CARRIER AGREEMENT OR THIS RATE CONFIRMATION.

Rate Confirmation should not be used as BOL. For all shipments, the following applies: In addition to being required to comply with all other Federal, State, and Provincial laws & regulations, Carrier is required to comply with the terms. Should Broker incur penalties as a result of Carrier's noncompliance, Broker shall offset - with Carrier paying Broker an amount equal to the difference within ten days. GENERAL: Rate confirmation ("Agreement") is a contract. The agreement shall become part of the master contract into which the above-mentioned carrier ("Carrier") and Logistics Trio have already entered ("Contract"). Agreement shall, in any and all cases, be subject to terms and conditions of the Contract. Carrier agrees that it will review this Agreement immediately upon receipt in order to verify that the Agreement lists the same rate(s) as the one(s) to which Carrier and Logistics Trio agreed prior to time when Agreement was prepared. If Carrier does not sign and return Agreement within twenty-four hours, Carrier shall be deemed to have accepted the Agreement. By accepting this Agreement, Carrier acknowledges that this is a contract load and that tariff insurance exclusions do not apply. BROKERAGE: Carrier agrees that it will not broker the above load to another carrier or broker. SUBMITTING PAPERWORK: Paperwork may be sent to Logistics Trio via the following methods: Email: billing@logisticstrio.com OR Fax: 814-409-7811. CARRIER agrees to look solely to Logistics Trio for payment of all freight and other charges. CARRIER agrees that its sole recourse in the event non-payment shall be against Logistics Trio. CARRIER shall not seek payment from shipper, consignee, or third parties for any invoice or payments. All Equipment used in transporting Food Shipments must be in safe and sanitary condition, free from contamination, pest infestation, and evidence of prior cargo that could render the Food Shipments unsafe. On all temperature-controlled shipments, Equipment must have an air chute and must be pre-cooled (prior to arrival at the shipper) to the specified temperature on the shipper's instructions and/or rate confirmation sheet. Failure to comply may result in shipper rejection and CARRIER shall not be entitled to a truck order not used (TONU). SANITARY FOOD TRANSPORTATION REQUIREMENTS: If the arranged transportation is regulated by any of the Food Safety Laws, CARRIER must comply with the laws and regulations governing the safe and secure transportation of foods

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that will ultimately be consumed by humans or animals. ("Food Shipments"), including those required by local, provincial, state, and federal laws, regulations, ordinances and rules including, but not limited to, the Food Safety Modernization Act (21 U.S.C. § 2201, et. seq.), the Federal Food, Drug, and Cosmetic Act (21 U.S.C. § 341, et seq.) ("FD&C Act"), the Sanitary Food Transportation Act (49 U.S.C. 5701, et seq.), the U.S. Food and Drug Administration's Final Rule on the Sanitary Transportation of Human and Animal Food (21 C.F.R. § 1.900, et seq.) and all applicable U.S. Department of Agriculture and Food Safety and Inspection Service regulations (collectively, the "Food Safety Laws"). CARRIER is responsible for the sanitary conditions of Food. Shipments during their transportation and complying with Logistics Trio's and/or the shipper's written instructions, including without limitation any temperature set point or temperature range, as provided to the CARRIER by Logistics Trio or the shipper in physical or electronic form. CARRIER shall apply all written instructions to future Food Shipments of the same goods tendered for the same Logistics Trio unless instructed otherwise in writing. If Logistics Trio's or a shipper's instructions require a cargo seal, the lack of a seal or seal irregularities shall be sufficient to consider the shipment unsafe and a total loss. CARRIER agrees that when transporting food for human consumption, late delivery, i.e. delivery after the deadline indicated on the transportation documents, alone shall be sufficient to reject a shipment and consider the cargo a total loss. CARRIER shall verify the temperature of Food Shipments before loading. CARRIER must write the recorded temperature on shipping document(s) used by the parties for the pickup, transport, or delivery of Goods, including without limitation any Bill of Lading ("Shipping Document"). If the temperature is more than two degrees different from the required temperature stated in the written instructions or rate confirmation, then the CARRIER shall immediately notify Logistics Trio and refuse to load the Goods. In the event, CARRIER is unable to verify the temperature due to restrictions imposed by the Logistics Trio, consignor, or consignee, or due to the physical circumstances of loading, CARRIER is excused from performing such verification. The foregoing exception shall not relieve CARRIER of compliance with any other provision of this Schedule. CARRIER represents and warrants that all Equipment (as defined in the Food Safety Laws and herein) used in transporting Food Shipments is in a safe and sanitary condition and appropriate for performance of the Services for Food Shipments, including but not limited to ensuring that the Equipment is free from contamination, pest infestation, and evidence of prior cargo that could render the Food Shipments unsafe. If CARRIER transports partial load shipments (also known as less-than-truckload, or LTL, shipments), CARRIER shall conduct appropriate inspections and take necessary actions upon receiving the first shipment and each subsequent shipment to ensure that (a) the Equipment remains in safe and sanitary condition; (b) any Food Shipments will not be contaminated by any previously or subsequently loaded cargo, and (c) the temperature of any temperature-controlled Food Shipment will not be materially disrupted. When required by and as specified in Logistics Trio's and/or a shipper's instructions or Shipping Document, CARRIER must ensure that the cold storage compartments are prepared for safely transporting the Food Shipments. CARRIER must set temperature controls to pre-cool mechanically refrigerated cold storage compartments before offering equipment with auxiliary refrigeration units for transportation of Food Shipments requiring temperature control and set the operating temperature to ensure the Food Shipments at all times are maintained at the temperature set point or within the temperature range specified on the shipper's and/or Logistics Trio's instructions or Shipping Document. Immediately upon request or as promptly as practicable thereafter, CARRIER will provide Logistics Trio and/or the shipper: 1. Evidence of the operating temperature of Food Shipments maintained during Services in the manner acceptable to Logistics Trio and/or the shipper; via pulping product. 2. Documented written processes for maintaining food safety, including maintenance of temperature control, and cleaning, sanitizing, and inspecting Equipment; 3. Evidence of transportation traceability, including information regarding a. Previous cargo hauled in bulk or in other Equipment; and b. Maintenance and intervening cleaning procedures for docks and Equipment. 4. Appropriate training processes for each person under CARRIER's supervision or control involved in providing the services pursuant to this Agreement; and 5. Evidence that the Food Shipments have not been adulterated, as defined below, and have been transported under sanitary conditions to protect the shipments against temperature abuse or excessive fluctuations and any physical, chemical, or microbial contamination. CARRIER agrees to maintain all documentation and records related to the transport of Food Shipments governed by this Agreement, including those documenting personnel training and Equipment cleanings, sanitization and inspections, and the safe and sanitary transport of Food Shipments, shall make the records available to Logistics Trio and/or the shipper upon request. CARRIER acknowledges and agrees that the temperature of the Food Shipments is a material condition of this Agreement. CARRIER shall develop and maintain written procedures related to the safe transport of Food Shipments tendered to it by the shipper, through Logistics Trio and shall train its drivers and staff regarding the safe transport of the shipper's Food Shipments and other goods. Liability Related to Food Shipments. 1. CARRIER agrees that Food Shipments that have been transported or offered for transport, pursuant to this Agreement, under conditions that are not in compliance with the written instructions or requirements set forth in the rate confirmation, including any seal, temperature, quality control standards, and delivery date requirements, will be considered "adulterated" within the meaning of the FD&C Act (21 U.S.C. §§ 342(a)(i)(4), 342(i)). CARRIER understands that adulterated shipments may be refused by the shipper, consignee or receiver upon their tender for delivery at the destination, with or without inspection. 2. CARRIER assumes liability for the result of a breach of any of the foregoing requirements specified in this Agreement or rate confirmation. CARRIER agrees that Logistics Trio is not responsible for and shall in no way be held liable to CARRIER for CARRIER's or any shipper's consignee's, receiver's, or loader's obligations or their failure to adhere to their respective obligations under the laws and regulations governing the safe and sanitary transport of food for human consumption, including the Food Safety Laws referenced above. The determination regarding the acceptability, salvageability, and/or the adulterated status of Food Shipments transported by CARRIER shall be within the sole discretion of the shipper and shall be binding on CARRIER. CARRIER, by acceptance of any shipment tender and by providing its or its drivers' telephone numbers to Logistics Trio, hereby consents, on behalf of itself and its drivers, and CARRIER's drivers, by providing their telephone numbers to CARRIER or Logistics Trio, hereby consent, to receiving text messages made using an automatic telephone dialing system regarding, relating to, or arising out of CARRIER's or such drivers' relationship with, and any services provided to Logistics Trio. CHARGES: In order to be eligible for reimbursement charges for detention, labor, and other unforeseeable costs must be approved by Logistics Trio in writing at the time they are incurred. In addition, ALL receipts must be provided. Carrier agrees that Logistics Trio's charges to its customers are confidential and need not be disclosed to Carrier. Carrier specifically waives any rights it may have under 49 CFR §371.3. INSURANCE: Carrier certifies that its cargo insurance policy does not contain any exclusions relative to the commodity(ies) being transported pursuant to this Agreement or any other exclusion. The load value listed herein is an estimate and is not intended to in any way limit the Carrier's or Carrier's insurer's liability in the event of cargo loss or damage. If Carrier's auto liability policy is a Scheduled Auto policy, Carrier must use only equipment insured by such policy. EQUIPMENT: Unless otherwise agreed in writing, Carrier agrees that any and all equipment used to transport, or assist in the transportation of, property will be exclusively used for that purpose. Carrier agrees that it will only use its own equipment and that the equipment used matches the DOT number of the company signing this rate confirmation. For temperature-controlled shipments: 1) Carrier must be able to provide a reefer download for the unit used to transport the shipment. 2) Carrier can supply current reefer maintenance records for the unit used to transport the shipment.

#### Important Notes:

- Please send all POD, documents & Invoices to: billing@logisticstrio.com (including ALL receipts ie: lumper, etc) OR FAX: 814-409-781
- Complete paperwork is required. Include ALL pages of each BOL (SHOWING ALL 4 CORNERS OF BOL). Failure to notify us of any/all Lumper amounts via email will result in nonpayment of said Lumpers. By signing this agreement OR by picking up and taking possession of the shipment, CARRIER agrees to all the terms and conditions as outlined in this rate confirmation. No oral agreement exists.

- Failure to maintain tracking for the duration of the load will result in forfeiture of all accessorial pay including low altitude extra mileage pay, layover pay, etc.
- The CARRIER and its drivers are responsible for verifying the contents, counts, conditions, loading, weight, proper weight distribution per axle, blocking, bracing and securement of each load for transportation.
- The CARRIER and its drivers are responsible for attaching a seal provided by the shipper to each shipment and ensuring the seal is not tampered, or broken during transit. BOL must indicate the shipments which are preloaded and sealed or whereas the driver is not permitted on the dock to witness the loading or counts, are required to be marked on the BOL. Carrier MUST call Logistics Trio to confirm the seal number on trailer matches the seal on their paperwork, prior to leaving the shipping facility. There MUST be a seal on the trailer prior to leaving the shipping facility.
- The CARRIER and its drivers are responsible if the bills are not marked appropriately as stated and the load delivers short. Your company will be claimed/short-paid the value of the product, even if the seal is marked "intact".
- The CARRIER and its drivers are responsible for ALL trailers to be inspected before loading to ensure compliance with standard food safety. Due to federal, state and local regulations which govern food-grade commodities, if the shipping container is damaged, breached, exposed to outside elements, or the seal is broken during shipment, the customer may reject the entire shipment. LOAD LOCKS MUST BE DONE.
- CARRIER will hold Logistics Trio harmless for ANY changed pick-up or delivery times.
- The CARRIER and its drivers are responsible for notifying Logistics Trio within 24 hours of any accessorial charges or lumper fees. Accessorial receipts, including lumpers, MUST be submitted with original paperwork for reimbursement.
- The CARRIER requests for detention or layover must be submitted within 24 hours. Loading or unloading detention starts after 4 hours and payout once approved by shipper. Carrier must provide a written certificate of detention time signed by the responsible party indicating time in and out on the BOL. DETENTION will be handled on a case-to-case basis. \*Times Must Also Be Written on the BOL OR YOU WILL BE DENIED DETENTION!! No Exceptions!!\* \*BOLS must be attached, or Detention will not be considered. Detention Will only be paid on Monday thru Friday and requires 3 business days to be processed. Detention Time starts 3 hours after the appointment time. Daily detention or layover maximum pay is \$250.00. Drop trailer layover \$150.00 per day. Late trucks will not be compensated for detention time unless there was a significant delay at the shipper.
- The CARRIER and its drivers are responsible for immediately REPORTING and NOTIFYING Logistics Trio for events of any accident, theft, delay, or other situation overages, shortage, or damage. Also, note on the POD so we can notify the customer. Failure to report any overage, delay, shortage or damage (damage with pictures) within 2 hours will result in a \$100 fine to CARRIER.
- It is agreed that Logistics Trio has the right to hold any payment owed to the carrier in the matter of an unresolved claim that has not been settled.
- Carriers are expected to be professional and courteous with all customers and receivers.
- It is not acceptable to pull out of a dock at any facility until you receive a green light for the safety of all parties involved.

This agreement is subject to the terms of the broker/carrier agreements signed by the carrier and Logistics Trio. This agreement is an addendum to the broker/carrier agreement.

To ensure prompt payment, submit this rate confirmation, complete BOL(S), all receipts, and other applicable paperwork to billing@logisticstrio.com within 24 HOURS OF DELIVERY. If checks are requested by your company as form of payment, Logistics Trio will deduct cost of TRACKING (Typically 10-20 dollars) to send check from the total cost of Invoice. ACH PAYMENTS ARE PREFRRED AND FREE.

Driver Name

Driver Cell Phone #

Samm Stanojevic

Print Name

Signature

Date

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Chicago, IL 60638	Phone	630-566-1317	Email	undefined
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	<b>Notes:</b> M-F 0800-1700	allets of plastics Sunday-Closed		
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-CARRIER MUST set reefer temperature at temperature on rate confirmation sheet unless otherwise notified in writing by Logistics Trio (via text or email). (Example: If BOL states 50 degrees, but Logistics Trio rate con states 54 degrees, the reefer temp should be set to 54 degrees as per rate con). \*Failure to do so could result in a \$100 penalty. ALL TEMPERATURES MUST BE PRE-COOLED AND SET TO CONTINUOUS SETTING.

THIS IS AN AGREEMENT BETWEEN LOGISTICS TRIO AND CARRIER. CARRIER SHALL HAUL THE LOAD AT THE RATE ABOVE. CARRIER SHALL CALL LOGISTICS TRIO FOR ALL LOAD INFORMATION. IF LOAD IS CHANGED OR CANCELED BY LOGISTICS TRIO, NO "TRUCK ORDER NOT USED" WILL BE PAID UNLESS LOGISTICS TRIO HAS PROVIDED THE CARRIER WITH LOAD DETAILS (PICK-UP NUMBER, SHIPPER NAME/ADDRESS, AND DRIVER INFORMATION SHEET) AND APPROVED THE CARRIER TO BEGIN DRIVING TOWARDS THE PICK-UP LOCATION. THE SAFE, LEGAL AND PROPER OPERATION OF CARRIER SUPERSEDES ANY REQUEST, DEMAND, PREFERENCE, INSTRUCTION OR INFORMATION PROVIDED BY LOGISTICS TRIO OR CUSTOMERS WITH RESPECT TO ANY SHIPMENT. IF ANY EMPLOYEE OF LOGISTICS TRIO OR ITS CUSTOMER REQUESTS, DEMANDS, OR INSTRUCTS CARRIER TO TAKE ANY ACTION THAT VIOLATES ANY LAW, CARRIER SHALL REFUSE TO TRANSPORT THE LOAD AND IMMEDIATELY CONTACT LOGISTICS TRIO BEFORE TAKING ANY FURTHER ACTION. CARRIER AGREES THAT WHEN CHOOSING TO TRANSPORT A LOAD IT DOES SO ON ITS OWN VOLITION, EXERCISING ITS OWN DISCRETION WITHOUT COERCION OR UNDUE INFLUENCE BY ANY INDIVIDUAL OR ENTITY. \*\*CARRIER OR ITS AGENT CERTIFIES THAT ANY EQUIPMENT FURNISHED WILL BE IN COMPLIANCE WITH IN-USE REQUIREMENTS OF REGULATIONS. THIS AGREEMENT IS SUBJECT TO THE TERMS OF THE BROKER/CARRIER AGREEMENT SIGNED BY THE CARRIER AND LOGISTICS TRIO. THIS AGREEMENT IS AN ADDENDUM TO THE BROKER/ CARRIER AGREEMENT. THIS RATE CONFIRMATION IS INCLUSIVE OF ALL CHARGES. BY SIGNING THIS DOCUMENT, THE CARRIER AND ITS DRIVER AGREE THAT THEY MAY LEGALLY RECEIVE SMS (TEXT) MESSAGES ORIGINATING FROM LOGISTICS TRIO HOWEVER RESPONDING TO OR READING A LOGISTICS TRIO SMS MESSAGE WHILE DRIVING A TRUCK OR MOTOR VEHICLE CAN CAUSE SERIOUS INJURY, DEATH, OR PROPERTY DAMAGE TO YOU OR OTHERS. DO NOT READ OR REPLY TO A MESSAGE UNLESS YOUR VEHICLE IS STATIONARY AND PARKED. THE CARRIER, DRIVER, ANY OTHER EMPLOYEE/AGENT FOR CARRIER ASSUME ALL RESPONSIBILITY FOR ABIDING BY THESE INSTRUCTIONS AND AGREES THAT THEY WILL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS INCLUDING, BUT NOT LIMITED TO: RECEIVING/READING/SENDING SMS MESSAGES, PHONE CALLS, AND/OR ANY OTHER INFORMATION TO OR FROM THE BROKER. CARRIER AGREES TO INDEMNIFY AND HOLD LOGISTICS TRIO HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW FOR ANY AND ALL CLAIMS OF ANY NATURE ARISING OUT OF OR RELATING TO THE HAULING OF THIS LOAD, THE VIOLATION OF THE TERMS OF THE BROKER-CARRIER AGREEMENT OR THIS RATE CONFIRMATION.

Rate Confirmation should not be used as BOL. For all shipments, the following applies: In addition to being required to comply with all other Federal, State, and Provincial laws & regulations, Carrier is required to comply with the terms. Should Broker incur penalties as a result of Carrier's noncompliance, Broker shall offset - with Carrier paying Broker an amount equal to the difference within ten days. GENERAL: Rate confirmation ("Agreement") is a contract. The agreement shall become part of the master contract into which the above-mentioned carrier ("Carrier") and Logistics Trio have already entered ("Contract"). Agreement shall, in any and all cases, be subject to terms and conditions of the Contract. Carrier agrees that it will review this Agreement immediately upon receipt in order to verify that the Agreement lists the same rate(s) as the one(s) to which Carrier and Logistics Trio agreed prior to time when Agreement was prepared. If Carrier does not sign and return Agreement within twenty-four hours, Carrier shall be deemed to have accepted the Agreement. By accepting this Agreement, Carrier acknowledges that this is a contract load and that tariff insurance exclusions do not apply. BROKERAGE: Carrier agrees that it will not broker the above load to another carrier or broker. SUBMITTING PAPERWORK: Paperwork may be sent to Logistics Trio via the following methods: Email: billing@logisticstrio.com OR Fax: 814-409-7811. CARRIER agrees to look solely to Logistics Trio for payment of all freight and other charges. CARRIER agrees that its sole recourse in the event non-payment shall be against Logistics Trio. CARRIER shall not seek payment from shipper, consignee, or third parties for any invoice or payments. All Equipment used in transporting Food Shipments must be in safe and sanitary condition, free from contamination, pest infestation, and evidence of prior cargo that could render the Food Shipments unsafe. On all temperature-controlled shipments, Equipment must have an air chute and must be pre-cooled (prior to arrival at the shipper) to the specified temperature on the shipper's instructions and/or rate confirmation sheet. Failure to comply may result in shipper rejection and CARRIER shall not be entitled to a truck order not used (TONU). SANITARY FOOD TRANSPORTATION REQUIREMENTS: If the arranged transportation is regulated by any of the Food Safety Laws, CARRIER must comply with the laws and regulations governing the safe and secure transportation of foods

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that will ultimately be consumed by humans or animals. ("Food Shipments"), including those required by local, provincial, state, and federal laws, regulations, ordinances and rules including, but not limited to, the Food Safety Modernization Act (21 U.S.C. § 2201, et. seq.), the Federal Food, Drug, and Cosmetic Act (21 U.S.C. § 341, et seq.) ("FD&C Act"), the Sanitary Food Transportation Act (49 U.S.C. 5701, et seq.), the U.S. Food and Drug Administration's Final Rule on the Sanitary Transportation of Human and Animal Food (21 C.F.R. § 1.900, et seq.) and all applicable U.S. Department of Agriculture and Food Safety and Inspection Service regulations (collectively, the "Food Safety Laws"). CARRIER is responsible for the sanitary conditions of Food. Shipments during their transportation and complying with Logistics Trio's and/or the shipper's written instructions, including without limitation any temperature set point or temperature range, as provided to the CARRIER by Logistics Trio or the shipper in physical or electronic form. CARRIER shall apply all written instructions to future Food Shipments of the same goods tendered for the same Logistics Trio unless instructed otherwise in writing. If Logistics Trio's or a shipper's instructions require a cargo seal, the lack of a seal or seal irregularities shall be sufficient to consider the shipment unsafe and a total loss. CARRIER agrees that when transporting food for human consumption, late delivery, i.e. delivery after the deadline indicated on the transportation documents, alone shall be sufficient to reject a shipment and consider the cargo a total loss. CARRIER shall verify the temperature of Food Shipments before loading. CARRIER must write the recorded temperature on shipping document(s) used by the parties for the pickup, transport, or delivery of Goods, including without limitation any Bill of Lading ("Shipping Document"). If the temperature is more than two degrees different from the required temperature stated in the written instructions or rate confirmation, then the CARRIER shall immediately notify Logistics Trio and refuse to load the Goods. In the event, CARRIER is unable to verify the temperature due to restrictions imposed by the Logistics Trio, consignor, or consignee, or due to the physical circumstances of loading, CARRIER is excused from performing such verification. The foregoing exception shall not relieve CARRIER of compliance with any other provision of this Schedule. CARRIER represents and warrants that all Equipment (as defined in the Food Safety Laws and herein) used in transporting Food Shipments is in a safe and sanitary condition and appropriate for performance of the Services for Food Shipments, including but not limited to ensuring that the Equipment is free from contamination, pest infestation, and evidence of prior cargo that could render the Food Shipments unsafe. If CARRIER transports partial load shipments (also known as less-than-truckload, or LTL, shipments), CARRIER shall conduct appropriate inspections and take necessary actions upon receiving the first shipment and each subsequent shipment to ensure that (a) the Equipment remains in safe and sanitary condition; (b) any Food Shipments will not be contaminated by any previously or subsequently loaded cargo, and (c) the temperature of any temperature-controlled Food Shipment will not be materially disrupted. When required by and as specified in Logistics Trio's and/or a shipper's instructions or Shipping Document, CARRIER must ensure that the cold storage compartments are prepared for safely transporting the Food Shipments. CARRIER must set temperature controls to pre-cool mechanically refrigerated cold storage compartments before offering equipment with auxiliary refrigeration units for transportation of Food Shipments requiring temperature control and set the operating temperature to ensure the Food Shipments at all times are maintained at the temperature set point or within the temperature range specified on the shipper's and/or Logistics Trio's instructions or Shipping Document. Immediately upon request or as promptly as practicable thereafter, CARRIER will provide Logistics Trio and/or the shipper: 1. Evidence of the operating temperature of Food Shipments maintained during Services in the manner acceptable to Logistics Trio and/or the shipper; via pulping product. 2. Documented written processes for maintaining food safety, including maintenance of temperature control, and cleaning, sanitizing, and inspecting Equipment; 3. Evidence of transportation traceability, including information regarding a. Previous cargo hauled in bulk or in other Equipment; and b. Maintenance and intervening cleaning procedures for docks and Equipment. 4. Appropriate training processes for each person under CARRIER's supervision or control involved in providing the services pursuant to this Agreement; and 5. Evidence that the Food Shipments have not been adulterated, as defined below, and have been transported under sanitary conditions to protect the shipments against temperature abuse or excessive fluctuations and any physical, chemical, or microbial contamination. CARRIER agrees to maintain all documentation and records related to the transport of Food Shipments governed by this Agreement, including those documenting personnel training and Equipment cleanings, sanitization and inspections, and the safe and sanitary transport of Food Shipments, shall make the records available to Logistics Trio and/or the shipper upon request. CARRIER acknowledges and agrees that the temperature of the Food Shipments is a material condition of this Agreement. CARRIER shall develop and maintain written procedures related to the safe transport of Food Shipments tendered to it by the shipper, through Logistics Trio and shall train its drivers and staff regarding the safe transport of the shipper's Food Shipments and other goods. Liability Related to Food Shipments. 1. CARRIER agrees that Food Shipments that have been transported or offered for transport, pursuant to this Agreement, under conditions that are not in compliance with the written instructions or requirements set forth in the rate confirmation, including any seal, temperature, quality control standards, and delivery date requirements, will be considered "adulterated" within the meaning of the FD&C Act (21 U.S.C. §§ 342(a)(i)(4), 342(i)). CARRIER understands that adulterated shipments may be refused by the shipper, consignee or receiver upon their tender for delivery at the destination, with or without inspection. 2. CARRIER assumes liability for the result of a breach of any of the foregoing requirements specified in this Agreement or rate confirmation. CARRIER agrees that Logistics Trio is not responsible for and shall in no way be held liable to CARRIER for CARRIER's or any shipper's consignee's, receiver's, or loader's obligations or their failure to adhere to their respective obligations under the laws and regulations governing the safe and sanitary transport of food for human consumption, including the Food Safety Laws referenced above. The determination regarding the acceptability, salvageability, and/or the adulterated status of Food Shipments transported by CARRIER shall be within the sole discretion of the shipper and shall be binding on CARRIER. CARRIER, by acceptance of any shipment tender and by providing its or its drivers' telephone numbers to Logistics Trio, hereby consents, on behalf of itself and its drivers, and CARRIER's drivers, by providing their telephone numbers to CARRIER or Logistics Trio, hereby consent, to receiving text messages made using an automatic telephone dialing system regarding, relating to, or arising out of CARRIER's or such drivers' relationship with, and any services provided to Logistics Trio. CHARGES: In order to be eligible for reimbursement charges for detention, labor, and other unforeseeable costs must be approved by Logistics Trio in writing at the time they are incurred. In addition, ALL receipts must be provided. Carrier agrees that Logistics Trio's charges to its customers are confidential and need not be disclosed to Carrier. Carrier specifically waives any rights it may have under 49 CFR §371.3. INSURANCE: Carrier certifies that its cargo insurance policy does not contain any exclusions relative to the commodity(ies) being transported pursuant to this Agreement or any other exclusion. The load value listed herein is an estimate and is not intended to in any way limit the Carrier's or Carrier's insurer's liability in the event of cargo loss or damage. If Carrier's auto liability policy is a Scheduled Auto policy, Carrier must use only equipment insured by such policy. EQUIPMENT: Unless otherwise agreed in writing, Carrier agrees that any and all equipment used to transport, or assist in the transportation of, property will be exclusively used for that purpose. Carrier agrees that it will only use its own equipment and that the equipment used matches the DOT number of the company signing this rate confirmation. For temperature-controlled shipments: 1) Carrier must be able to provide a reefer download for the unit used to transport the shipment. 2) Carrier can supply current reefer maintenance records for the unit used to transport the shipment.

#### Important Notes:

- Please send all POD, documents & Invoices to: billing@logisticstrio.com (including ALL receipts ie: lumper, etc) OR FAX: 814-409-781
- Complete paperwork is required. Include ALL pages of each BOL (SHOWING ALL 4 CORNERS OF BOL). Failure to notify us of any/all Lumper amounts via email will result in nonpayment of said Lumpers. By signing this agreement OR by picking up and taking possession of the shipment, CARRIER agrees to all the terms and conditions as outlined in this rate confirmation. No oral agreement exists.

- Failure to maintain tracking for the duration of the load will result in forfeiture of all accessorial pay including low altitude extra mileage pay, layover pay, etc.
- The CARRIER and its drivers are responsible for verifying the contents, counts, conditions, loading, weight, proper weight distribution per axle, blocking, bracing and securement of each load for transportation.
- The CARRIER and its drivers are responsible for attaching a seal provided by the shipper to each shipment and ensuring the seal is not tampered, or broken during transit. BOL must indicate the shipments which are preloaded and sealed or whereas the driver is not permitted on the dock to witness the loading or counts, are required to be marked on the BOL. Carrier MUST call Logistics Trio to confirm the seal number on trailer matches the seal on their paperwork, prior to leaving the shipping facility. There MUST be a seal on the trailer prior to leaving the shipping facility.
- The CARRIER and its drivers are responsible if the bills are not marked appropriately as stated and the load delivers short. Your company will be claimed/short-paid the value of the product, even if the seal is marked "intact".
- The CARRIER and its drivers are responsible for ALL trailers to be inspected before loading to ensure compliance with standard food safety. Due to federal, state and local regulations which govern food-grade commodities, if the shipping container is damaged, breached, exposed to outside elements, or the seal is broken during shipment, the customer may reject the entire shipment. LOAD LOCKS MUST BE DONE.
- CARRIER will hold Logistics Trio harmless for ANY changed pick-up or delivery times.
- The CARRIER and its drivers are responsible for notifying Logistics Trio within 24 hours of any accessorial charges or lumper fees. Accessorial receipts, including lumpers, MUST be submitted with original paperwork for reimbursement.
- The CARRIER requests for detention or layover must be submitted within 24 hours. Loading or unloading detention starts after 4 hours and payout once approved by shipper. Carrier must provide a written certificate of detention time signed by the responsible party indicating time in and out on the BOL. DETENTION will be handled on a case-to-case basis. \*Times Must Also Be Written on the BOL OR YOU WILL BE DENIED DETENTION!! No Exceptions!!\* \*BOLS must be attached, or Detention will not be considered. Detention Will only be paid on Monday thru Friday and requires 3 business days to be processed. Detention Time starts 3 hours after the appointment time. Daily detention or layover maximum pay is \$250.00. Drop trailer layover \$150.00 per day. Late trucks will not be compensated for detention time unless there was a significant delay at the shipper.
- The CARRIER and its drivers are responsible for immediately REPORTING and NOTIFYING Logistics Trio for events of any accident, theft, delay, or other situation overages, shortage, or damage. Also, note on the POD so we can notify the customer. Failure to report any overage, delay, shortage or damage (damage with pictures) within 2 hours will result in a \$100 fine to CARRIER.
- It is agreed that Logistics Trio has the right to hold any payment owed to the carrier in the matter of an unresolved claim that has not been settled.
- Carriers are expected to be professional and courteous with all customers and receivers.
- It is not acceptable to pull out of a dock at any facility until you receive a green light for the safety of all parties involved.

This agreement is subject to the terms of the broker/carrier agreements signed by the carrier and Logistics Trio. This agreement is an addendum to the broker/carrier agreement.

To ensure prompt payment, submit this rate confirmation, complete BOL(S), all receipts, and other applicable paperwork to billing@logisticstrio.com within 24 HOURS OF DELIVERY. If checks are requested by your company as form of payment, Logistics Trio will deduct cost of TRACKING (Typically 10-20 dollars) to send check from the total cost of Invoice. ACH PAYMENTS ARE PREFRRED AND FREE.

Driver Name

Driver Cell Phone #

Samm Stanojevic

Print Name

Signature

Date

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ate: /*/ BILL OF LADING SHORT FORM NOT NET SHIP FROM	Bill of Lading Nu	mber -		
ech Tank LLC 825 Peninsula Drive rie, PA 16505				
SHIP TO	Carrier Name: Trailer number: W	/94/136		
ondsdale Packaging 529 Industrial DR. S.E. ondsdale, MN 55046	Serial number(5):			
THIRD PARTY FREIGHT CHARGES BILL TO	SCAC: Pro Number:			
Special Instructions:	Freight Charge T otherwise): Prepaid		arges are prepaid unless mod 5 Party u	ked
CUSTOMER	ORDER INFORMATION			
Commodity/Description	# of Packages	# of Pallets	Net Weight	Gross Weight
Description – Dog Products	33,780	23	13,774	
<b>PO#</b> - 1468,1475,1489,1509,1507				
Seal# -				

RYAN Denker 7-5-23