

**Bill to:**

K&amp;L FREIGHT MANAGEMENT

,  
,  
,

Invoice Date: 07/06/2023

Invoice #: 4114315

Terms: NET 30

Due Date: 08/06/2023

| Date       | Customer Ref # | Origin - Destination                                                    | Quantity | Rate | Amount |
|------------|----------------|-------------------------------------------------------------------------|----------|------|--------|
| 07/04/2023 |                | 400 Leprino Ave, Waverly, NY, USA - 5905 Mesker Street, Weston, WI, USA |          |      |        |
|            |                |                                                                         | 1        | 1900 | 1900   |

|              |
|--------------|
| <b>TOTAL</b> |
| 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: 06/21/2023  
Order: 4114315

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

|                |                                                 |                                   |                      |                             |
|----------------|-------------------------------------------------|-----------------------------------|----------------------|-----------------------------|
|                | <b>Carrier:</b>                                 | ROYAL3 INC<br>CHICAGO<br>IL 60638 | <b>Contact:</b>      | phil                        |
|                | <b>Carrier Driver:</b><br><b>Driver Number:</b> |                                   | <b>Phone:</b>        | 630-485-7370                |
|                |                                                 |                                   | <b>Fax:</b>          |                             |
|                |                                                 |                                   | <b>Email:</b>        | phil@royal3inc.com          |
| <b>Order</b>   | <b>Miles:</b>                                   | 924.0                             | <b>Commodity:</b>    | FOOD PRODUCT                |
|                | <b>Temp:</b>                                    |                                   | <b>Weight:</b>       | 44990.0                     |
|                | <b>BOL:</b>                                     | 161616992                         | <b>Trailer:</b>      | Van (DAT)                   |
|                |                                                 |                                   | <b>Reference:</b>    |                             |
| <b>PU 1</b>    | <b>Name:</b>                                    | WAVERLY                           | <b>Date:</b>         | 07/04/2023 1400             |
|                | <b>Address:</b>                                 | 400 LEPRINO AVE                   |                      | 07/04/2023 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>         | 07/06/2023 0800             |
|                | <b>Address:</b>                                 | 5905 MESKER STREET                |                      | 07/06/2023 0800             |
|                |                                                 | 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)



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

Lapping Foods Company  
1830 West 35th Avenue  
Denver, CO 80211-2200 US  
Phone # 1-800-LEPPING

[illegible]

TO  
NINE SCHOFIELD DRY  
SACER ST  
W 54476

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

...xxed From:

WAVERLY  
400 LEPRINO AVE  
WAVERLY NY 14890  
JSDA# 42-458  
Phone# 5708889658

ISDA# 42-458

Phone# 5708889658

|          |           |              |                |
|----------|-----------|--------------|----------------|
| DATE     | RELEASE # | CUSTOMER PO# | CARRIER/D#     |
| 07/04/23 | 450361401 |              | Royal 3-173507 |

| PRODUCT CODE | PRODUCT DESCRIPTION      |                 | QUANTITY      |     | WEIGHT       |              |
|--------------|--------------------------|-----------------|---------------|-----|--------------|--------------|
|              | PALLET#                  | PRODUCTION DATE | PALLET WEIGHT | UOM |              |              |
| 22245859     | 06/14/23                 |                 |               |     |              |              |
| 1000000016   | PALLET - STANDARD WOODEN |                 | 22,000        | EA  | 2,000,000 LB |              |
|              |                          |                 | 43,000 LB     |     |              |              |
|              |                          |                 |               |     |              | USDA# 42-458 |
|              |                          |                 |               |     |              | 946,000 LB   |

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

**Shipper:** Foodco Dairy Products Company by  
SCLA# 00122843. Consignee must receive  
Carrier is liable for count and condition of shipment during transit.  
By Company \_\_\_\_\_  
Date \_\_\_\_\_

**Carrier:**

|       |                |                  |
|-------|----------------|------------------|
| _____ | _____          | _____            |
| _____ | Carrier        | Shipper          |
| _____ | Received _____ | 22,000. (Pounds) |

In good condition.



WAVERLY  
400 LEPRINO AVE  
WAVERLY NY 14892-1384

USDA# 42-458  
phone# 5708889658

Carrier: