

Bill to: TALLGRAS FREIGHT COMPANY PO BOX 544, Basehor, KS, 66007 Invoice Date: 07/14/2023 Invoice #: 315196 Terms: NET 30 Due Date: 08/14/2023

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
07/13/2023		2000 Stoneman Circle, Lakewood, NY 14750, USA - 420 Civic Blvd, Raleigh, NC 27610, USA			
			1	1300	1300

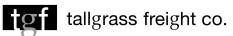
TOTAL	
1300	

#### 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



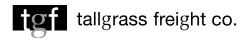
# **Rate Confirmation**

**TGF Shipment #: 315196** 

Pickup Date: 07/13/2023 Carrier: Royal3 Inc Carrier Pay Total Amount: \$1,300.00			Tallgrass Freight, Co. 6800 Hilltop Rd., Suite 202 Shawnee, KS 66226 (913) 721-0079						
	For se	nding invoi	ces or payment inqui	ries, you must emai	billing@tallgrassfr	<b>eight.com</b> or fax us a	t (913) 273-0094.		
		Carrier	Information		Your Tallgrass Freight Contact				
Carrier MC # Carrier Conta Contact Phon	Carrier Name: Royal3 Inc Carrier MC #: 944686 Carrier Contact: Ted Contact Phone #: (630) 566-1300 Email: ted.wilson@royal3inc.com				Name: John Tamigi Phone #: (913) 721-0079 Ext: 947 Email: john.tamigi@tallgrassfreight.com Fax #: (913) 946-4842				
	Sł	HIPPER I	NFORMATION			CONSIGNEE IN	ORMATION		
Southern Tier Brewing Company, LLC 2000 Stoneman Circle Lakewood, NY 14750 (716) 763-5479 Contact: John Tamigi X947				Rh Barringer   Raleigh 420 Civic Blvd. Raleigh, NC 27610 (336) 854-0555 Contact: John Tamigi					
Pickup Date: Pickup Refer			me: <b>11AM</b>		Delivery Date: <b>07/14/2023</b> - Delivery Time: <b>8AM</b> Delivery Reference: 384768-C				
Equipment: E			eefer		NON-HAZARDOUS SHIPMENT				
LOAD NOTES									
Package Type	Package Count	Piece Count		De	scription		Dimensions (LxWxH in inches)	Weight (lbs)	
Pallet	13		Alcohol					29,764	
TOTAL	13						TOTAL	29,764	
Name of Driver(s) Fednel				Driver Phone #	9546760434				
<u>Tractor # 722 Trail</u>		er# WS	97971	Type of Trailer #	Dry van				
	Please s	ign and da	ate, then email or fax	x back via the "Your	Tallgrass Freight C	ontact" information	mentioned above.		
Signature Ted Wilson				Date 7/12/202					
ACC	CEPTANCE OF TH	HE TALLGRASS	S FREIGHT SHIPMENT AND	RATE CONFIRMATION ARE	SUBJECT TO THE TALLGRA	ASS FREIGHT TERMS AND (	CONDITIONS SET FORTH HEREIN.		

WE HAVE QUICKPAY OPTIONS Email billing@tallgrassfreight.com for more information.

For sending invoices or payment inquiries, you must email **billing@tallgrassfreight.com** or fax us at (913) 273-0094.



## **Rate Confirmation**

## **TGF Shipment #: 315196**

### **Terms and Conditions**

- 1. This rate confirmation is a contract. By signing this contract, you are agreeing to haul this load under the terms specified below as well as any directions/instructions added in the notes section of this rate confirmation.
- 2. This contact is not a "trip lease" and the carrier is an "independent contractor" with its own ICC operating authority.
- 3. Carrier agrees that it will look solely to Broker for the payment of its charges and that it will not contact or pursue Broker's customers, shippers, or consignees for payment of freight, accessorials, or other charges owed to carrier.
- 4. Carrier is not authorized to utilize or broker this load to any other company or entity without prior written consent from Tallgrass Freight Co. Any load found to be "double-brokered" will be subject to non-payment by Tallgrass Freight Co.
- 5. All loads tendered as Exclusive-Use must move as the sole freight on the trailer and cannot be partialed in any way without prior written consent from Tallgrass Freight Co. Any Exclusive-Use load found to be partialed will be subject to non-payment or rate-reduction by Tallgrass Freight Co.
- 6. A \$250 per day rate reduction may be assessed for late or missed appointments/delivery dates without advanced notification to and approval by Tallarass Freight Co.
- 7. Carrier must provide all documentation necessary to support the reason(s) for late or missed appointments/delivery dates before payment is issued.
- 8. It is the driver's responsibility to obtain a legal weight limit before transporting load to consignee. Any concerns about the weight must be immediately communicated to Tallgrass Freight Co.
- 9. Drivers are responsible for shipment package-count unless other instructions are given. Any difference must be communicated to Tallgrass Freight Co. before driver leaves the shipper's location.
- 10. Carrier must notify Tallgrass Freight Co. of any overages, shortages, or damages as they occur.
- 11. A maximum of \$150 will be paid for a Truck-Ordered-Not-Used fee (TONU) on any load.
- 12. A maximum of \$200 will be paid for a layover (per night) on any load.
- 13. When applicable, \$40 per hour will be paid for detention. Carriers will have 2 hours of free time for detention (unless noted otherwise on the rate confirmation) and must notify Tallgrass Freight Co. 1 hour prior to free time running out to be considered.
- 14. Carrier must request ALL accessorial costs at time of occurrence. Failure to report may result in non-payment of accessorials. All accessorials must be preapproved by Tallgrass Freight Co. within 24 hours of event to be reimbursed.
- 15. IF THERE ARE ANY DISPUTES REGARDING THIS CONTRACT, I ON BEHALF OF MYSELF AND/OR MY COMPANY HEREBY WAIVE ANY RIGHT I AND/OR MY COMPANY MAY HAVE TO A TRIAL AND AGREE THAT SUCH DISPUTE SHALL BE BROUGHT WITHIN ONE YEAR OF THE DATE OF THIS CONTRACT AND WILL BE DETERMINED BY BINDING ARBITRATION BEFORE ONE ARBITRATOR TO BE ADMINISTERED AAA, PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES. I further agree that the arbitration will take place solely in the state of Kansas and that the substantive law of Kansas shall apply.

Carrier shall maintain all risk cargo insurance in the amount of not less than \$100,000.00 per shipment. Carrier shall maintain public liability insurance in the amount of not less than \$1,000,000 (BMC-91 on file). Carrier shall maintain workers compensation insurance as required by state law. Carrier shall provide certificates of insurance upon request. Carrier is a federally licensed authorized for hire interstate motor carrier of general freight, does not have either a "conditional" or "unsatisfactory" safety rating, and is otherwise authorized to provide the contracted services. Carrier agrees to defend, indemnify and hold harmless Broker, from and against any and all claims, actions, and demands on account of injury to or death of persons, or damage to or loss of property, caused by, or alleged to have been caused by, the negligent acts or omissions of Carrier, except to the extent such claims are caused Broker's negligent or intentional acts or omissions.

Carrier shall be liable to Shipper and Broker for any loss, damage, or delay. All claims for loss, damage or delay of goods shall be governed by, and processed by Carrier in accordance with, the provisions of the Carmack Amendment (49 U.S.C. §14706) and the regulations promulgated thereunder (49 C.F.R. Part 370), or any successor provision thereto. No tariff or other limitation of liability for loss, damage or delay of goods shall apply to this load.

ACCEPTANCE OF THE TALLGRASS FREIGHT SHIPMENT AND RATE CONFIRMATION ARE SUBJECT TO THE TALLGRASS FREIGHT TERMS AND CONDITIONS SET FORTH HEREIN.

For sending invoices or payment inquiries, you must email billing@tallgrassfreight.com or fax us at (913) 273-0094.

\*\*\* WE HAVE SAME-DAY AND 5-DAY QUICKPAY OPTIONS \*\*\* Email billing@tallgrassfreight.com for more information.



ROYAL 3

Load Number	12339
BOL Number	46. 56(315)
Ship Date	2023-07-13
Delivery Date	2023-07-14
P.O. Number	NCLC1QTH-004943 Supplier Packing Slip # 40264
Freight Charges	Prepaid

Shipper		Consid	BELL VENEZA CAN	62358A 54767	PRODUCTION OF	palo	September 1870	
Diversified Control Inc 3333 California Rd Drchard Park, NY, 14127 Fel: 716-822-0700		Consignee  Walker & Associates 90 Piedmont Industrial DR, Suite 200 Winston Salem, NC, 27107 Tel:  Q7376						
Brd Party Billing		Trans	portation Compan	/				
# of pieces	Description of the goods, marks, excepti	ons	Weight in LBS.	Туре	NMFC	НМ	Class	
20	PLASTIC HOUSINGS	The state of the s	11880	TL				
	Control of the Contro				1			
				16			Ten ten de	
			W. Allendaria		76.			
Total Pieces	Total Weight En		Em	nergency Response Phone 732-515-9506				
A CHILD AND A		TO THE STATE OF TH	T TOTAL	C.O	.D. Amount	: \$0.00		
Notes:			C.O.D. Fee: Prepaid  Declared Value: \$0.00					
			,		lared Value nor's risk, writ		here	
				if at consig	1101 3 11311,			
Shipper DC T Carrier ROYAL 3 Per MICHAEL LAZARSIU Per		Date	7/13/23	Number Of Pieces Received 480				
Consignee Name Date		Sign		Number Of Pieces Received				

J. Mileeller 7/14 out @ 8:35