

#### Bill to:

Suntek Transport Co. LLC

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Invoice Date: 07/20/2023 Invoice #: 12382276 Terms: NET 30 Due Date: 08/20/2023

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
07/19/2023		100 Nestle Way, McBee, SC 29101, USA - 3701 Russell Dyche Memorial Hwy, London, KY 40741, USA			
			1	1050	1050

### **TOTAL** 1050

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

## SUNTECK TRANSPORT CO., LLC

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7/19/2023 12:30PM

## CARRIER RATE CONFIRMATION

Page 1 / 3

	<b>R RATE CONFIRMATION</b> Page 173
LOAD NUMBER 12382276 MUST APPE BOOKED BY KYLE TARDIF	
CARRIER RIKI TRANSPORTATION INC. DB/ CARRIER CODE 162633 OFFICE DISPATCH NAME hank PHONE 708-303-5150 FAX TOLL FREE III NO NO. MALLAN. INC. I. I. I. I. III 162633	A BRZ EQUIPMENT REQUIRED VAN OR REEFER 53ft WEIGHT 43798lbs TRAILER # H03251 REF # 708-852-8655 x113 DRIVER NAME juan DRIVER PHONE 786-765-9057 CHARGES \$1,050.00 FLAT RATE \$1,050.00 TOTAL
PICKUP 07/19/2023 16:00 - 16:00   WF33 US PL NW MCBEE FACTORY 100 NESTLE WAY   MC BEE, SC 29101 CONTACT   PHONE EMAIL	SHIPMENT DESCRIPTION 1 TL DEER PARK SprDCTylsPET54(35x0.5L)LCPUSUS PICKUP INSTRUCTIONS TOTAL 1080 PIECES TOTAL 46104 LBS Contact:UNKNOWN Tel:843-335-3106 TOTAL 912 PIECES TOTAL 44610 LBS Contact:UNKNOWN Tel:203 5314100
DELIVER 07/20/2023 07:30 - 07:30 WAL-MART GROCERY DC 6097 3701 RUSSELL DYCHE MEMORIAL HWY LONDON, KY 40741 CONTACT PHONE EMAIL	DELIVERY # <u>SHIPMENT DESCRIPTION</u> 1080 CASES DEER PARK SprDCTyIsPET54(35x0.5L)LCPUSUS <u>DELIVERY INSTRUCTIONS</u> THIS LOAD CAN NOT DELIVER EARLY OR LATE. THE DRIVER MUST CHECK IN AT THE TIME DOCUMENTED ON THE RATE CONFIRMATION OR FEES WILL BE DEDUCTED FROM THE CARRIER

Carrier warrants that it is duly and legally qualified to provide the transportation services herein and holds at least \$1,000,000 in auto liability and cargo insurance of at least \$100,000. Accessorial charges must be stated above or agreed to in a subsequent signed rate confirmation between Broker and Carrier. Carrier must submit signed carrier confirmation(s) with Carrier's invoice, a legible copy or original proof of delivery. Unauthorized delayed service shall be charged to Carrier, not to exceed the actual charges assessed against Broker for which Carrier's actions are at fault. A minimum charge of \$100 shall apply to missed appointments. Carrier sprohibited from subcontracting this Load to any other Carrier or broker. Broker reserves the right to pay the delivering carrier directly and Carrier named below shall remain primarily liable as provided herein. Carrier shall defend, indemnify and hold harmless Broker, its shipper customer, and the bill of lading parties from any claims, actions or damages, arising out of Carrier's performance hereunder, including damages of any kind asserted against Broker for negligent hiring of Carrier, cargo loss and damage, theft, delay, damage to property, and personal injury or death. Carrier represents it has adequate coverage for towing and any towing invoice in excess of coverage shall be carrier's sole responsibility. Broker shall be parmitted to offset carrier payables for any loss, delay, shortage or damage. Carrier agrees that any loss or damage to customer's food grade cargo shall be considered a total loss. Carrier forfeits its right to be paid in the event Broker's freight is held hostage. Carrier payment terms are net 30 days from the date Broker receives Carrier's invoice, a legible copy or original proof of delivery, matching confirmation(s), and reimbursable receipts. If Fuel Surcharge is not separately stated, then Flat Rate is all inclusive. The Carrier's and any connecting Carrier's shall not receive for transport any freight that shall be excluded from c

Carrier submit invoices via email to sendmybill@modeglobal.com. Please access our Carrier Portal at https://carriers.modeglobal.com to submit carrier paperwork, request quick pay, and make payment status inquiries.

Signature	Position	Date
Carrier Signature	Position	MC# 00086875 DOT# <u>3119062</u> Date
	11000 FRISCO STREET SUITE 100 FRISCO,	TX 75033 TEL 904-875-4445

## SUNTECK TRANSPORT CO., LLC

### LOAD TERMS

#### Page 2 / 3

#### LOAD NUMBER 12382276 MUST APPEAR ON YOUR INVOICE!

BOOKED BY KYLE TARDIF

Driver will NOT be dispatched and payment will NOT be released until ALL pages of this load confirmation are SIGNED AND RETURNED.

If the driver is not FULLY DISPATCHED, including the pick-up # ISSUED TO THE DRIVER, there will be no TONU authorized in the event the load is cancelled. Driver MUST call (904) 899-0692 for dispatch A.S.A.P. All callers must refer to our load number (listed above).

Driver MUST accept FourKites GPS tracking on their mobile phone and KEEP IT ACTIVE UNTIL THE LOAD DELIVERS. Failure to do this will result in a deduction of \$50.00 to carrier pay.

Failure to pick up load as contracted via this load confirmation will result in a \$250.00 fine to be deducted from any outstanding payment or invoiced directly to the Carrier. If a reefer is required, Carrier warrants that their insurance has no reefer break down exclusion. Carrier agrees to maintain temperature as directed on the bills without fail. Carrier understands that any damage caused by failure to do so will be their liability.

Carrier MUST use driver with enough hours on books to handle the pickup and delivery appointments as contracted on this load. Carrier MUST NOT relay &/or change drivers without prior notification & approval from Sunteck.

Driver MUST have a clean, dry, odor-free, well-maintained trailer that is free of all holes or they will not be loaded! Driver MUST have two (2) fully functional load bars or logistic straps or they will not be loaded!

Driver MUST ensure trailer is sealed by shipper and the seal # noted on BOL. Driver MUST have receiver note "seal intact" on the POD. Any shortages will be Carrier/Driver responsibility if seal is not documented intact on BOL.

Driver MUST call upon arrival and departure from ALL shippers and receivers.

Driver must indicate Sunteck Transport as the carrier on shippers BOL. To avoid confusion, please identify yourself as Sunteck Transport when contacting shipper(s), consignee(s), and/or customs broker.

Any loads that are driver count, the driver MUST also inspect the product as it is loaded for any visible damages. Driver must NOT allow any product that is visibly damaged to be loaded. Call Sunteck immediately if the shipper refuses to remove and replace the damaged product.

Driver MUST "Check Call" to Sunteck twice daily by 1000 EST and 1600 EST.

Sunteck must be notified immediately of any delays or times changes to the pick-up and/or delivery schedule. You must receive a revised load confirmation acknowledging any such notification.

Failure to meet these requirements will result in a fine of up to \$100.00 per occurrence being deducted from Carrier's payment.

All damages, shortages, and / or overages must be indicated to Sunteck at the time of delivery without fail. Driver MUST take pictures of any damages and forward to Sunteck immediately, along with a copy of the POD! Additionally, CARRIER agrees to waive any and all right of salvage or resale of damaged freight without prior written consent from Sunteck.

Rates are all inclusive of all fuel surcharge and accessorial charges.

Rate may include compensation for On Time Pick Up and/or On Time Delivery. If the appointments are not met as described on this load confirmation without making other arrangements with Sunteck (to be documented via a revised rate confirmation), then this compensation will not be considered valid and will be deducted from the amount payable to the Carrier.

Invoices will be paid 30 days after we receive original signed BOL, POD, and any other applicable load paperwork. All charges must be listed on the original invoice and include appropriate back up for any accessorial charges, to include a revised rate confirmation as applicable. We do not accept supplemental / accessorial invoices and any charges not included will not be valid for payment at a later date -- Once the invoice is paid in full, the load is closed and not valid for any additional compensation for charges that were not included on the original invoice.

If governed by a factoring company agreement, ALL payments MUST be directed to them. Please provide your factoring company information along with this rate confirmation.

- No detention will be paid unless pre-authorized by written rate confirmation from Sunteck. Time in & time out MUST be stamped on the original BOL/POD by the shipper / receiver. Detention is paid at \$25.00 per hour after 3 free hours, not to exceed \$150.00 per day. No detention will be paid at FCFS (First Come First Serve)/Window appointment facilities. Driver MUST be documented as arriving on time for the appointment in order for detention to be valid and free time starts from the appointment time listed on the rate confirmation.
- Sunteck must be notified immediately of any loading, unloading, or pallets charges for the charge to be applicable for reimbursement. In addition, the original VALID receipt(s) meaning RECEIPT MUST INCLUDE: the PO #, lumper service name and / or federal ID #, date of service / payment, and dollar amount paid - MUST accompany carrier's original invoice in order to be processed for payment. Failure to follow these requirements will result in non-reimbursement of charges. Should the valid receipt be located at a later time, it will no longer be valid for reimbursement. NO EXCEPTIONS!

Should a Truck Ordered Not Used occur through no fault of the carrier / driver less than 3 hours prior to pick up and after the driver has been FULLY DISPATCHED, including the pick-up # ISSUED TO THE DRIVER, Sunteck will offer a replacement load. Should no replacement be available, Sunteck will negotiate the best possible compensation with the customer and send a new rate confirmation.

If double brokered without written acknowledgement from Sunteck, this agreement is void and no payment will be made to Carrier. Any back solicitations of our customer, shipper(s), or consignee(s) shall forfeit this agreement and no payment will be made to carrier.

Carrier agrees that all transporting equipment shall remain attached to the transporting power unit at all times after receipt and possession of cargo. At no time shall Carrier leave trailing equipment containing cargo unattended. Carrier agrees that any unattended trailer insurance policy exclusion shall not shield, limit or otherwise remove Carrier from liability for any claim or loss resulting from unattended or detached equipment.

\*COMCHECKS ARE AVAILABLE! We offer advances, up to 50% or \$2500.00 maximum, after pick up completed documentation is received! We also offer Quick Pay, by check or comcheck, no contract required! If you are interested, please ask us for further information. \*

Print name, sign, date, and fax back to (904) 899-0790. Your signature gives precedence to our terms and conditions.

Print Carrier Name:	Driver Name
Print Authorized Carrier Rep:	Truck #
Signature	_Trailer #

## SUNTECK TRANSPORT CO., LLC

7/19/2023 12:30PM

### **NESTLE WATER LOAD ADDENDUM**

Page 3 / 3

LOAD NUMBER 12382276 MUST APPEAR ON YOUR INVOICE!

BOOKED BY KYLE TARDIF

MUST BE ABLE TO SCALE! SHIPPER WILL NOT CUT ANY PRODUCT!

DO NOT USE GPS DIRECTIONS.

ABSOLUTELY NO IDLING AT THE PLANT!

PINS MUST BE LOCKED IN PLACE ON ALL TRAILERS - NO EXCEPTIONS!

DRIVER IS REQUIRED TO BRING, AND WEAR, A SAFETY VEST IN THE YARD AT ALL TIMES.

REAR PALLETS MUST BE STRAPPED TO PREVENT SHIFTING.

WHEN DROPPING TRAILERS AT THE PLANT, TANDEMS MUST BE SLID ALL THE WAY TO THEREAR AND THEY MUST BE LOCKED IN THIS POSITION.

MUST PROTECT FROM FREEZING - IF THE BOTTLES BURST DUE TO FREEZING, CARRIER WILL BE RESPONSIBLE FOR THE DAMAGE!

THE DRIVER MUST VERIFY THE PALLET COUNT IN THE TRAILER MATCHES THE BOL PRIOR TO PLACING THE SEAL ON THE TRAILER AND LEAVING THE SHIPPER. A FREIGHT CLAIM WILL BE FILED FOR ANY DELIVERY VARIANCE AND THE DRIVER / CARRIER WILL BE HELD LIABLE.

WINTER SAFETY - DRIVER MUST WEAR ADEQUATE FOOTWEAR AND WATCH WHERE THEY STEP.

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT CARRIER NAME:

# WALMART INC. DC 6097 DELIVERY CONFIRMATION REPORT

Report Date Delivery # 21724410 PO Details :	07/20/2023 <b>Trailer #</b> 03251	Carrier C SNKS	ode Seal # 16486		<b>I Date</b> 2023 06:21:30		g <b>Start Time</b> 23 07:23:53		User ID ng Stop Time 023 07:40:31	gwitt Driver Ur NO	load
PO #	Bill Of Lading #	Vendor Name	Pro #	РО Туре	PO Freight Bill Qty	Total Cases Received	Over	Short	Damage	Problem	Reject
3230140642	0	NESTLE WATE RS NORTH AM ERICA	-	20	1,026	1,026	0	0	0	0	0

#### PO Line Details :

PO #	Line #	Item no	Item UPC	UOM	Order Qty	FBQ	Rcvd Qty	Overage	Shortage	Damage	Damage Reason Code	Reject	Reject Reason Code	Problem
3230140642	1	596708528	00082657509082	VNPK	1,026	1,026	1,026	0	0	0	-	0	25	0

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1 Page: 1 of

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