

**Bill to:** Werner Enterprises, Inc PO BOX 45916, Omaha, NE, 68145 Invoice Date: 08/28/2023 Invoice #: 2000215002 Terms: NET 30 Due Date: 09/28/2023

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
08/24/2023		13219 Kimberly Clark Place, Jenks, OK, USA - 1120 Distribution Ct, Oconomowoc, WI 53066, USA			
			1	1400	1400

### TOTAL

1400

#### 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 For Truckload, call to provide tracking updates: +1 (866)868-5324



Contact your Werner Rep, Sarah Sanchez Email: <u>Sarah.Sanchez@werner.com</u> Phone: +18005517494 After 5pm (CST): Truckload: ph +1 (888) 243-2168 Intermodal/Drayage: email <u>wernerimafterhours@werner.com</u> Power Only: ph +1 (402) 894-3891

### Rate Confirmation Route # 2000215002

Mode: Truck Size: FTL Route Type: OTR Distance: 772 Miles # of Stops: 2 Origin

### **JENKS, OK 74037**

Destination
Oconomowoc, WI 53066

Date: 08/24/2023 Equipment: Van 53 Expected Min Temp: N/A Carrier: BRZ DOT#: 3119062 SCAC#: Contact: Tender Contact Phone: +17083035150 Email: dispatch@rtbrz.com Notes: Total Rate: \$1,400.00 USD

#### If this is a Temperature Controlled Shipment Please Follow These Guidelines: .

Run all reefers on continuous unless specific written instructions are given to do otherwise. Run reefer at the temperature on BOL. If no temperature on BOL, please call +18005517494 for instructions.

Stop 1 – Pick Up	
KCDC WAREHOUSE SPECIALISTS/JENKS 13219 SOUTH KIMBERLY-CLARK PLACE,	Special Reqs:
JENKS, OK 74037	Pick Up Instructions:
Date/Time: 08/24/2023 11:00	
Scheduling: Appointment Loading Type:	
Pallet Count: 33	Facility Notes:
Work: No Touch	



EDI #: 70	
EDI #: 2007846733	
<b>PO Number #:</b> 28967	
Pickup Number #: 526502168	

Com	modity	Details											
Qty	HU	Description	Weight	Dims	OD	Temp Control	Pre- Cool To	Min°	Max°	Haz	Haz Class	Pkg Group	UN/ NA #
		default	14,835 Ibs		No	No				No			
Addi	itional Det	ails   Load On:	Pallet				1				1		

Stop 2 — Delivery	
Roundy's Oconomowoc 1120 Distribution Ctr, Oconomowoc, WI 53066	Special Reqs: Delivery Instructions:
Date/Time: 08/25/2023 19:45 Scheduling: Appointment Loading Type: Pallet Count: 33 Work: No Touch	Facility Notes:
EDI #: 70 EDI #: 2007846733 PO Number #: 28967 Delivery Number #: 852212794	



Com	modity	Details											
Qty	HU	Description	Weight	Dims	OD	Temp Control	Pre- Cool To	Min°	Max°	Haz	Haz Class	Pkg Group	UN/ NA #
		default	14,835 lbs		No	No				No			

Carrier Cost Date: 8/24/2023 09:25 CS	Г			
Cost Type	Currency	Cost Per	Units	Total Cost
Flat Rate	USD	\$1,400.00	1.0	\$1,400.00
Total Cost				\$1,400.00



### **Submit Freight Bill**

#### For Truckload:

Email To: apimaging@werner.com QuickPay Carriers Email To: guickpay@werner.com

#### For Intermodal/Drayage:

Email To: apimaging@werner.com

After pickup, send shipper paperwork to <u>DrayBOL@werner.com</u> or fax 855-616-7079 Send event times to ensure prompt waybilling. Signed proof of delivery is required with invoice for payment.

#### For Power Only:

Email To: apimaging@werner.com

QuickPay Carriers Email To: quickpay@werner.com

This agreement supersedes any other rate agreement currently in place.

Any additional charges, to include detention, require a new route confirmation for payment. Detention notification (must include Route Confirmation Number) to detention@werner.com is required at least one hour prior to truck going into detention to be considered for payment. ROUTE NUMBER MUST BE ON INVOICE FOR PAYMENT.

By accepting this load, Carrier hereby represents and warrants that it has carefully analyzed the transit times required to meet the scheduled pickup, delivery dates and time indicated above, and is capable of performing the services contemplated herein within the time limits requested and in full compliance with the Hours of Service regulations of the Department of Transportation as set forth in Title 49 of the Code of Federal Regulations, and all other applicable Federal, State, and local laws, rules, regulations, and ordinances. It is the responsibility of the Carrier to not accept any load tender with delivery and/or pick-up times and dates which would result in carrier violating any applicable laws or regulations. Routing instructions are for informational purposes only. Carrier follows all DOT Hiring and Safety regulations.

#### **Terms and Conditions**

- 1. COMPENSATION MAY BE WITHHELD IF THIS SHIPMENT IS DOUBLE-BROKERED, MOVED BY RAIL, OR CONSOLIDATED WITH ANY OTHER FREIGHT UNLESS APPROVED BY WERNER LOGISTICS.
- 2. WHEN SHIPPER REQUIRES TRAILER SEALS THE SEAL MUST BE APPLIED, WITH THE SEAL NUMBER NOTED ON THE BILL OF LADING, PRIOR TO DEPARTURE FROM THE SHIPPER. SEALS MUST NOT BE BROKEN WITHOUT THE WRITTEN APPROVAL OF WERNER LOGISTICS. FAILURE TO DELIVER AT THE DESIGNATED CONSIGNEE WITH THE PROPER SEAL INTACT WILL RESULT IN A CLAIM.
- 3. Carrier must be CARB compliant when traveling to, from or through California and Carrier agrees to indemnify Werner Logistics and all other parties from any loss or damage resulting from Carrier's failure to comply.
- 4. Carrier or its agent certifies that any TRU equipment furnished will be in compliance with the in-use requirements of California's TRU regulations. Carrier agrees to indemnify Werner Logistics and all other parties from any loss or damage resulting from Carrier's failure to comply.
- 5. Werner Logistics requires our carriers' full support in providing visibility data to Trucker Tools or MacroPoint for the duration of the



transit.

6. This Rate Confirmation must be accepted by the Carrier by signing and returning the Rate Confirmation to Werner. Under the Uniform Electronic Transactions Act, a reply email indicating acceptance is sufficient. Regardless, the Carrier's act of picking up the load described on the Rate Confirmation will be deemed acceptance of the load and these terms.

Linda Ferrer

**Carrier Representative** 

Date

**Carrier Load Number** 

DATE: 08/24/2023 22:14:49 (CST)

### SUPPLEMENT TO THE BILL OF LADING

Bill of Lading Number: 03600005265021680

ADDITIONAL SPECIAL-INSTRUCTIONS

CARRIER COMMENTS

COSIGNEE TO UNLOAD SHIPMENT

APPOINTMENT DATE/TIME: 08/25/2023 19:45:00

CARRIER MUST CONFIRM DELIVERY APPOINTMENT LUMPER ONLY WITH 48 HRS. NOTICE K-C CARRIERS-MUST UNLOAD & RESTACK TOP LAYER FROM EACH UNIT. LUMPERS ARE AVAILABLE ON-SITE LUMPER SERVICE NEEDS 24 HR.NOTICE-SERVICE-NO LATER THAN 4 AM THE DATE THE PO IS DUE

#### North American Consumer Products (NACP) Overage, Shortage, and Damage (OS & D) Claims Terms and Conditions

#### Policy on Shipping Discrepancies and Damage Claims

Electronic notification of overages, shortages, wrong goods or damages at time of receipt must be made within 30 days of the shipping date to: claims.neenah@kcc.com. Any claims received after 30 days will not be accepted. All claims must be accompanied by a copy of the signed, original bill of lading, the original purchase order#, manufacturer product code, quantities, purchase price, and reason for which a claim is being submitted.

#### **Returns and Refusals**

Saleable Goods cannot be returned or reimbursed without prior authorization by Manufacturer. If deducting for returned product, please reference Return Authorization number, manufacturer product code, and quantity on deduction.

#### Retail Store Damage (US Only)

Retail Store Damage will be reimbursed by Kimberly-Clark by an upfront, off-invoice percentage of expected unsaleable costs. Damage claims will not be accepted.

### Page 2 of 4

#### **TERMS AND CONDITIONS**

# Sec. 1. (a) The carrier or the party in possession of any of the property described in this bill of lading shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier shall be liable for any loss or damage to a shipment or for any delay caused by an Act of God, the public enemy, the authority of law, or the act or default of shipper. Except in the case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage or delay which results: when the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request; or from faulty or impossible highway, or by lack of capacity of a highway bridge or ferry; or from a defect or vice in the property; or from riots or strikes. The burden to prove freedom from negligence is on the carrier or the party in possession.

Sec. 2. Unless arranged or agreed upon, in writing, prior to shipment, carrier is not bound to transport a shipment by a particular schedule or in time for a particular market, but is responsible to transport with reasonable dispatch. In case of physical necessity, carrier may forward a shipment via another carrier.

Sec. 3. (a) As a condition precedent to recovery, claims must be filed in writing with: any participating carrier having sufficient information to identify the shipment.

(b) Claims for loss or damage must be filed within nine months after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port of export), except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed.

(c) Suits for loss, damage, injury or delay shall be instituted against any carrier no later than two years and one day from the day when written notice is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier shall be liable, and such claims will not be paid.

-(d) Any carrier or party-liable for loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected, upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance. PROVIDED, that the carrier receiving the benefit of such insurance will reimburse the claimant for the premium paid on the insurance policy or contract.

Sec. 4. (a) If the consignee refuses the shipment tendered for delivery by carrier or if carrier is unable to deliver the shipment, because of fault or mistake of the consignor or consignee, the carrier's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephone or electronic communication as provided on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice on this bill of lading. Storage charges, based on carrier's tariff, shall start no sooner than the next business day following the attempted notification. Storage may be, at the carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.

(b) If the carrier does not receive disposition instructions within 48 hours of the time of carrier's attempted first notification, carrier will attempt to issue a second and final confirmed notification. Such notice shall advise that if carrier does not receive disposition instructions within 10 days of that notification, carrier may offer the shipment for sale at a public auction and the carrier has the right to offer the shipment for sale. The amount of sale will be applied to the carrier's invoice for transportation, storage and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

(c) Where carrier has attempted to follow the proceeds set forth in subsections 4(a) and (b) above and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within a reasonable time, the carrier may dispose of property to the best advantage.

(d) Where a carrier is directed by consignee or consignor to unload or deliver property at a particular location where consignor, consignee, or the agent of either, is not regularly located, the risk after unloading or delivery shall not be that of the carrier.

Sec. 5. (a) In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing by the shipper or has been agreed upon in writing as the release value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum recoverable amount for loss or damage, whether or not such loss or damage occurs from negligence.

(b) No carrier hereunder will carry or be liable in any way for any documents, coin money, or for any articles of extraordinary value not specifically-rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.

Sec. 6. Every party, whether principal or agent, who ships explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 7. (a) The consignor or consignee shall be liable for the freight and other-lawful charges accruing on the shipment, as billed or corrected, except that collect shipments may move without recourse to the consignor when the consignor so stipulates by signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the consignor shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided by the consignor.

(b) Notwithstanding the provisions of subsection (a) above, the consignee's liability for payment of additional charges that may be found to be due after delivery shall be as specified by 40 U.S.C. § 13706, except that the consignee need not-provide the specified written notice to the delivering carrier if the consignee is for-hire carrier.

(c) Nothing in this bill of lading shall limit the right of the carrier to require the prepayment or guarantee of the charges at the time of shipment or prior to delivery. If the description of articles or other-information on this bill of lading is found to be incorrect or incomplete, the freight charges must be paid based upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature on the prior bill of lading or in connection with the prior bill of lading as to the statement of value or otherwise, or as to the election of common law or bill of lading liability shall be considered a part of this bill of lading as fully as if the same were written on or made in connection with this bill of lading.

Sec. 9. If all or any part of said property is carried by water over anypart of said route, such water carriage shall be performed subject to the terms and provisions and limitations of liability specified by the "Carriage of Goods By Sea Act" and any other pertinent laws applicable to water carriers.

#### Page 4 of 4

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### SUPPLEMENT TO THE BILL OF LADING

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