

**Bill to:** JEAR Logistics, LLC

Mount Pleasant, SC, 29465 Invoice Date: 11/22/2023 Invoice #: 822385 Terms: NET 30 Due Date: 12/22/2023

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
11/21/2023		6604 French Rd, Detroit, Michigan 48213, USA - 345 South Old Highway 141, Fenton, Missouri 63026, USA			
			1	\$1,100.00	\$1,100.00

TOTAL	
\$1,100.00	

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



JEAR Logistics, LLC				JEAR PO: 822385				
Jack Devine			Ph	one:	(843) 884-2626 x366		366	
MC Number: 627192			Aft	er Hours:	(843) 884-2626 x113		13	
PMB 226			Fa	x:	(843) 929-0827			
186 Seven Farms Drive Suite F			Em	nail:	jackd@jearlogistics.com		s.com	
	l Island, SC							
Carri	ier Inform	nation						
Name: RIKI TRANSPORTATION INC. DBA BRZ		MC	MC Number:		086875			
Phone: 708-303-5150		US	USDOT:		3119062			
Driver	Driver: Roilan		Fa	Fax:				
Driver	Priver 2:		Dr	Priver Phone:		305-439-8833		
Dispatcher: Linda ext 216		216	Dr	Driver 2 Phone:				
				Dis	Dispatcher Phone:			
Carrie	er Rate: \$1,100.00 Flat							
Traile	r Type:	tion	Van	Trailer S			53 Dr:/	
Weigh			~10,000lbs	10,000lbsLoad Type:Dryry *** All Temps in Fahrenheit ***				
•	erature:		dry and All relinps in Fahren					
Shippe								
Pick #	Pick # Shipper			Pickup Date			Pickup #	
Better Made Snack Foods 6604 French Rd. 1 Detroit, Michigan 48213			11/21/2023 FCFS 12:00 PM - 9:1		PM - 9:00	) PM	141019	
	Commodity 30 pallets sr	nacks						
Consig	jnees							
Drop # Consignee			Delivery Date			Delivery #		
Old Vienna LLC 345 South Old Highway 141 <sup>1</sup> Fenton, Missouri 63026				11/22/2023 FCFS 9:00 AM - 2:00 PM		PM	141019	
	<u>Commodity</u>							

## **Driver Instructions**

DO NOT BREAK OR TAMPER WITH THE SEAL. DRIVER MUST CHECK INTO THE RECEIVER AND HAVE THE RECIEVER BREAK THE SEAL TO AVOID CLAIMS.

THE DRIVER MUST CALL THE BROKER 843-884-2626 ext. 366 IMMEDIATELY IF THERE ARE POTENTIAL CLAIM ISSUES, OR ISSUES RELATING TO A DELAY ARRIVING AT THE PICK UP OR DELIVERY.

IF A DRIVER DOES NOT COMMUNICATE EFFECTVELY TO THE BROKER, THE BROKER CANNOT COMMUNICATE WITH THE CUSTOMER, WHICH WILL RESULT IN A \$150 FINE PER DAY OF BAD COMMUNICATION.

Please Include load # 822385 ON ALL INVOICES.

Invoices will be paid on clear, signed copies sent by email to: <u>invoices@jearlogistics.com</u> (Please note that this is a new email address) or by fax: 844-341-4281.

Lumper receipts need to be submitted at time of invoicing for reimbursement. If not provided with initial invoice, JEAR will notify the carrier by email, and 48 hours will be given to submit the lumper receipt(s). After 48 hours the invoice is subject to deduction in the amount of the lumper or non-reimbursement.

**To be clear – Invoices must be submitted to the Accounting Department to be verified and confirmed good to process.** Broker receipt or approval of paperwork does not guarantee timely payment or override accounting's request for additional documentation. The Carrier is responsible for obtaining any missing/incomplete paperwork requested by accounting or the broker.

### FOR ACH/QUICKPAY, SEE INSTRUCTIONS AT BOTTOM TO CONNECT WITH TRIUMPH PAY

#### Accounting Department can be reached at 843-884-2626 x142

#### PLEASE NOTE:

The above carrier certifies that he will take possession of freight. If another carrier shows up, they will not be loaded. Please Note: Re-brokering, assigning or interlining of this shipment without prior written consent will VOID OUR OBLIGATION to pay your freight bill. THE RATE IS ALL-INCLUSIVE. All invoices must include a signed rate confirmation and a signed delivery receipt. If you desire to cease any future facsimiles that may be covered under the Telephone Consumer Protections Act and the Junk Fax Protection Act, call or fax us at the number above, and we will comply with your request.

Carrier is to notify JEAR immediately if temperature changes by more than 2 degrees. Pickup and Delivery times are firm unless indicated elsewhere in the rate confirmation. Carrier to notify JEAR immediately with any pick-up or delivery issues. Carrier to call JEAR to confirm temperatures at loading and unloading, 843-884-2626 (we have dispatch available 24/7).

#### PLEASE NOTE:

- 1. Trailer must be clean, free of odor, in good repair, with no refrigeration unit leaks or roof leaks, infestations, blood, other contaminants, or debris. Door seals intact & drain plugs must be in place.
- 2. All reefers are required to have an air-chute unless previously approved in writing by broker. Written approval must be obtained for every exception and will only amend the individual load in question.
- 3. All reefers are required to run their reefer unit continuously in Fahrenheit from pre-load through load delivery, unless previously approved in writing by broker. Written approval must be obtained for every exception and will only amend the individual load in question.
- 4. All reefers are required to pulp all temperature-sensitive product at required temperature (in Fahrenheit). If pulp temps show any variance from temperature specified on rate confirmation, Carrier is to notify JEAR immediately.
- 5. All reefers are required to make a check call to broker with the current temperature every loaded day by 9am Eastern Standard Time. Failure to check call by required time may result in a \$100 per occurrence fine.
- 6. All Reefers are required to have at least one temperature recorder unless previously approved in writing by broker. Written approval must be obtained for every exception and will only amend the individual load in question.
- 7. All carriers must notify JEAR Logistics of any shortages/overages before leaving any shipper at any time. Carrier cannot leave the loading point/shipper if they are loaded short or over what JEAR Logistics rate confirmation specifies without written confirmation from JEAR Logistics. Failure to comply, can and will result in the carrier being responsible for all subsequent charges.
- 8. JEAR Logistics reserves the right to withhold payments owed carrier until any claim issue with the carrier has been resolved.
- 9. On behalf of the shipper, consignee and broker interests, to the extent that any shipments subject to this Agreement are transported within the State of California, CARRIER warrants that:
  - i. All 53 foot trailers, including both dry-van and refrigerated equipment it operates and the Heavy-Duty Tractors that haul them within California under this Agreement is in compliance with the California Air Resources Board (ARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations.
  - ii. All refrigerated equipment it operates within California under this Agreement is in full compliance with the California Air Research Board (ARB) TRU ACTM in-use regulations.
  - iii. CARRIER shall be liable to BROKER for any penalties, or any other liability, imposed on BROKER because of CARRIER's use of non-compliant equipment.
  - iv. CARRIER must by law have the legal hours to haul the freight of all kinds agreed on this rate confirmation.

\*\*\* CARRIER MUST ARRIVE WITH SEAL INTACT AND UNBROKEN. SEAL # DOCUMENTED ON BOL & SIGNED BY SHIPPER. LOADS WITHOUT SEAL COULD BE REJECTED WITH CARRIER BEING HELD RESPONSIBLE. SEAL ONLY TO BE BROKEN BY RECEIVER. UNDER NO CIRCUMSTANCES SHOULD THE DRIVER BREAK THE SEAL ON THE TRAILER. IF THE SEAL IS BROKEN PRIOR TO DELIVERY, THE CARRIER IS SUBJECT TO FINES AND WILL BE HELD RESPONSIBLE FOR CLAIMED AMOUNT. \*\*\*

CARRIER MUST LOAD REQUIRED EQUIPMENT. CARRIER MUST CONFIRM TEMPERATURE, NUMBER OF TEMP RECORDERS, AND IF ADDITIONAL EQUIPMENT IS REQUIRED WITH BROKER BEFORE LOADING.

REEFER UNITS ARE TO MAINTAIN CONTINUOUS TEMPERATURE, NOT CYCLE or START-STOP. IF THE CARRIER DOES NOT COMPLY WITH THE TEMPERATURE REQUIREMENTS, OR LOADING INSTRUCTIONS OUTLINED ABOVE, THEN THE CARRIER CAN BE HELD LIABLE FOR ANY AND ALL RESULTING DAMAGES AND REJECTIONS.

CARRIER/DRIVER MUST ENSURE THAT LOAD IS INTACT & SECURED PRIOR TO LEAVING SHIPPER – IF UNABLE TO DO SO, (NOT ALLOWED ON LOADING DOCK) CARRIER/DRIVER MUST MAKE JEAR AWARE IMMEDIATELY. CARRIER WILL BE RESPONSIBLE FOR ANY DAMAGED CARGO AS A RESULT OF THE LOAD NOT BEING SECURE PRIOR TO TRANSIT.

CARRIER/DRIVER MUST ENSURE AIR CHUTE IS PROPERLY SECURED WITHOUT ANY HOLES, TEARS OR OTHER IMPAIRMENTS PRIOR TO LOADING. CARRIER WILL BE RESPONSIBLE FOR ALL ISSUES RESULTING FROM AN IMPROPER AIR CHUTE – NO EXCEPTIONS DRIVERS ARE REQUIRED TO PULP ALL TEMPERATURE SENSITIVE PRODUCT AT LOADING. IF PULP TEMPS SHOW ANY VARIANCE FROM TEMPERATURE SPECIFIED ON RATE CONFIRMATION, CARRIER IS TO NOTIFY JEAR IMMEDIATELY. IF UNABLE TO VERIFY PRODUCT TEMPERATURE, CARRIER/DRIVER MUST NOTIFY BROKER IMMEDIATELY, AND BEFORE LEAVING FACILITY. IF THE CARRIER FAILS TO NOTIFY BROKER, THEY WILL BE HELD LIABLE FOR ALL RESULTING REJECTIONS/DAMAGES

CARRIER MUST NOTIFY JEAR IF THEY ARE UNCOMFORTABLE WITH HOW PRODUCT IS LOADED, SECURED, OR APPEARS PRIOR TO LOADING. BY FAILING TO NOTIFY JEAR, CARRIER ASSUMES FULL RESPONSIBILITY OF THESE CONCERNS IF THERE ARE ANY ISSUES AT DELIVERY.

CARRIER CONFIRMS BY ACCEPTING THIS LOAD THEY HAVE THE REQUIRED INSURANCE TO HAUL THE COMMODITY LISTED ON THIS RATE CONFIRMATION OR THAT IS RECEIVED PER BOLS. CARRIER AGREES TO INDEMNIFY JEAR LOGISTICS FOR ANY DENIED CLAIM AS A RESULT OF POLICY EXCLUSIONS.

#### **IMPORTANT:**

DRIVER IS NOT RESPONSIBLE FOR ANY KIND OF PHYSICAL LABOR ON ANY LOAD HAULING FOR JEAR LOGISTICS. DRIVER MUST DENY ANY REQUESTS FOR PHYSICAL LABOR AND CALL JEAR LOGISTICS IMMEDIATELY. JEAR LOGISTICS IS NOT HELD RESPONSIBLE FOR WORKERS COMPENSATION FOR HIRED DRIVERS HAULING.

#### **MUST BE CONFIRMED PRIOR TO LOADING & DOCUMENTED BY CARRIER**

- Trailer will be washed out prior to arrival at shipping facility.
- Air chute is properly secured without any holes, tears or other impairments.
- Driver/Carrier will ensure trailer refrigeration unit is set on "CONTINUOUS".
- Refrigeration Unit must have the ability to provide a detailed Reefer Download. In some instances, download requests will need to be provided in the form of a raw data file directly from the Carrier or ThermoKing facility.
- Pulp temperatures must be verified at time of loading.
- Seal must be applied at loading no exceptions. If one isn't provided, driver must apply their own seal.

#### FSMA Training and Recordkeeping

- All carriers must maintain written procedures & training documents as required by the FDA's Food Safety Modernization Act final rules.
- Carriers are responsible for recordkeeping obligations of a "Carrier" for any Covered Food Shipment under the FDA's Food Safety Modernization Act final rules.

#### **Rejections**

JEAR reserves the right to determine how a rejection is handled. This includes, but is not limited to, salvage of the product, location for salvage, donating, and/or dumping the rejected goods. Instructions will be emailed to the carrier and must be followed. This is for the protection of all parties to ensure compliance with the FSMA guidelines.

# In the event the carrier is unable to be in compliance with the above-referenced requirements, equipment maintenance & cleaning standards, please notify JEAR immediately.

<u>All Ca</u>	rrier Payments are now processed through TriumphPay.com	+TRIUMPH PAY
Please i	register online in order to receive payments:	Get Paid Now!
1.	Go to www.secure.TriumphPay.com	
2.	Register your company	Login to TriumphPay.com to set up
3.	Connect with JEAR Logistics	your default payment method.
4.	Add your payment information	
5.	Control your money!	

<u>Todos</u>	los pagos del operador ahora se procesan a través de Trium	bhPay.com
<u>Regíst</u>	rese en línea para recibir pagos:	
1.	Ir a www.secure.TriumphPay.com	¡Obtenga su pago ahora!
2.	Registre su empresa	Inicie sesión en TriumphPay.com
3.	Conéctese con JEAR Logistics	para configurar su método de pago
4.	Agregue su información de pago	predeterminado.
5.	jControla tu dinero!	

By signing this load confirmation, the carrier agrees to the above sections, and understands that at any time, JEAR may request documentation confirming proof of the above.

Carrier Name:	RIKI TRANSPORTATION INC. DBA BRZ	
Carrier Signature:	Linda Ferrer	
Date Signed:	11/21/2023 12:15:05 PM	

			ITIES – ORIGINAL	
pper: tter Made Snack Foods 04 French Road etroit, MI 48213 les: 313-925-4774 13-925-4774 b (Consignee): Id Vienna LLC 45 South Old Highway 141 enton, MO 63026 USA	Ship: 11/21/2023 Load: 11/21/2023 Out: - Divr By: 10am 11/11 Driver: Driver #:		Order #: 141019 Cust PO: 141019 Terms: JLLR SIsprsn: Truck Lic: $608$ Traler Lic: $5497037$ Sul # 8521739 OK.	
rrier:		Temp Degrees F Low: N/A High: N/A Ship Via: Truck Loaded at: Better Made Snacks Ship Charges Paid By: Gross Weight		
hipped Description	en anna amatainntair		10,000lbs	
30 pallets Assorted snacks   30 PALLETS   AT LEAST 2 Load bars/straps   NSPECTION: RECORDER NO: CHA	ART NO:		CARRIE : BRZ DRIVER: ROI/AN TRUCK: 608 TRAILER: W9703	
DELIVERY INSTRUCTIONS: NO PTI LABELS	*GFSI CERTIFI	a state of state of state	on except as noted, marked, consigned and destined	
as indicated, pursuant to an agreement (arranged of charges to be paid, agrees to carry and deliver said p	property to the consignee, subje eby agreed to by the carrier, shi	ct only to the term pper and the truck trailer to maintain ot load if specificati	broker if any: required temp. Trailer must not have odors & must not	
Trailer Inspection: interior must be clean intact, no h have hauled any previous raw products other than p •Unless otherwise stated, all sales are made on an F		lancing.	the second s	
Trailer Inspection: interior must be clean intact, no h have hauled any previous raw products other than p •Unless otherwise stated, all sales are made on an F	FOB, no grade basis, excluding b	S 2/14	11-21-23 Date:	
Trailer Inspection: interior must be clean intact, no h have hauled any previous raw products other than p	FOB, no grade basis, excluding b	BRZ	HOL Date: Date:	
Trailer Inspection: interior must be clean intact, no h have hauled any previous raw products other than p *Unless otherwise stated, all sales are made on an F upon arrival it is required to sing & date for proof of deliven that do not have a signature & date will not be allowed any	FOB, no grade basis, excluding b y. Orders <u>Carrier:</u>	BRZ	Hacy Date:	