

**Bill to:**

COYOTE LOGISTICS , LLC
191 E.DEERPATH ROAD,
Lake Forest,
IL,
60045

Invoice Date: 11/24/2023

Invoice #: 30366332

Terms: NET 30

Due Date: 12/24/2023

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
11/22/2023		10650 Toeppen Dr, Independence, KY 41051, USA - 550 Oak Ridge Rd, Hazleton, PA 18202, USA			
			1	\$1,500.00	\$1,500.00

TOTAL
\$1,500.00

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



Rate Confirmation Load 30366332

Send invoices to:
CarrierInvoices@coyote.com
960 Northpoint Parkway
Suite 150
Alpharetta, GA 30005

877-6COYOTE
(877-626-9683)

Cust Requirements

Equipment	Van, 53'
Pre Cooled Temp	None
Load Temp	None
Tarps	Undefined
Value	\$100,000

Booked By

Jared Soderholm
Jared.Soderholm@coyote.com
Phone: +1 (773) 365 6497
x2228
Fax: +1 (773) 365 7804



Get

CoyoteGO

Today!

- Dispatch
- Send updates
- Check in
- Submit paperwork

Available for An-
droid or iPhone,
at App Store or
Google Play

Load Requirements

Tech Tracking Required Seal

Equipment Requirements

N/A

Notes

All Van/Container loads MUST be sealed at origin either by shipper or driver with a seal number noted on bill of lading. The driver is responsible for re-sealing the trailer after each pickup/drop on a multi-stop shipment. In the event a shipment that was sealed at origin or after each additional pickup/drop arrives at the destination with a tampered seal or without the seal intact then (i) the Carrier shall be liable for any shortage or damage claims with respect to such shipment and (ii) the shipper shall have the right, in its sole discretion, to deem the entire shipment damaged, adulterated/contaminated and unsalvageable, without the need for any inspection and the Carrier shall be liable for the full value of the shipment. Carrier is required to weigh shipment within 50 miles of departing each shipper. If carrier fails to weigh shipment within 50 miles of departing each shipper, any citations/expenses incurred due to the equipment and/or shipment weight will be the carrier's sole responsibility. Carrier must meet and comply to shipper requirements at the facility. All drivers must wear masks or facial coverings to the extent required by laws or facilities. **Carrier must be in full compliance with the Food Safety Modernization Act (FSMA), if applicable. By accepting the shipment, Carrier agrees that the driver has consented to receiving text messages and/or phone calls from or on behalf of Coyote.**

Approval for payment of detention is contingent upon the following eligibility requirements:

- 1) Carrier must report facility departure time and total detention hours within 24 hours of shipment delivery at the final facility.
- 2) Carrier must provide proof of the on time arrival and departure times in the form of a BOL or other shipping document with arrival and departure times notated by facility within 24 hours of shipment delivery at final facility.

Route Directions

Carrier acknowledges that any routing instructions from the shipper herein are being provided for convenience only, and the Carrier may choose the route.

Signature Line

By signing below, Zigi Freight Inc agrees to the terms and conditions set forth below and provided herewith, if any.



Rate Confirmation

Load 30366332

Stop 1: Pick Up

Pick Up 26373438871; Numbers 3EMIPT9N; 4ZTFV89K; 55TJC38O; 3ZIH6RXL; 2E9JWT5U; 71PCVMNE	Scheduled For Wed 11/22/2023 from 08:00 - 17:00	Facility Notes -V53 SWING DOOR ONLY -MAKE SURE DR CHECKS IN W/ ALL PU #'S LISTED IN LOAD -DR MUST REFUSE THE LOAD IF SHIPPER DOES NOT APPLY SEAL - AUTOMATIC TONU -DR MUST REPORT SEAL NUMBER TO COYOTE, ALL LOADS MUST BE SEALED -DETENTION MUST BE REPORTED IN REAL TIME OR WILL BE DENIED BY CUSTOMER -Trailer number required at time of booking -Trailer must be clean, dry, no holes or odor -2 load bars or straps are required -Driver must be in possession of BOL at all times - Accessorials must be reported at time of occurrence & paperwork must be submitted within 48 hours - If delivering to Canada - Customs Broker: Cole International
Confirmation None Numbers	Driver Work No Touch	
Facility Cengage Learning	SLIC N/A	
Address 10650 TOEBBEN DR Independence, KY 41051		
Contact John Wiley & Sons Phone None		

Stop 1 Requirements

N/A				
Commodity	Packaging	Load On	Exp Wt	Pallets
Total	Carton		19,329 Lbs	16



Rate Confirmation

Load 30366332

Stop 2: Delivery

Delivery 26373438871; Numbers 3EMIPT9N; 4ZTFV89K; 55TJC38O; 3ZIH6RXL; 2E9JWT5U; 71PCVMNE; 3403578063	Appointment Scheduled For Fri 11/24/2023 at 08:00	Facility Notes del#3403578063 -STRICT APPOINTMENT -V53 SWING DOOR ONLY -DELIVERY GATE PASS DROPPED IN DOCS TAB -DRIVERS ARE NOT TO DROP THEIR TRAILER UNLESS COYOTE APPROVES -DR MUST REPORT SEAL NUMBER TO COYOTE, ALL LOADS MUST BE SEALED -DETENTION MUST BE REPORTED IN REAL TIME OR WILL BE DENIED BY CUSTOMER -All accessorial requests must be reported at time of occurrence -Require lumper tickets and signed in/out times w/in 48 hrs -If issues at check in, call 866-203- 8372; option 1 and provide delivery confirmation number
Confirmation None Numbers Facility Amazon AVP1	Driver Work No Touch SLIC N/A	
Address 550 Oak Ridge Rd Hazleton, PA 18202		
Contact Inbound Appointments Phone +1 (570) 384 8035		

Stop 2 Requirements

N/A

Commodity	Packaging	Load On	Exp Wt	Pallets
Total	Carton		19,329 Lbs	16

Directions are provided for convenience only. The Carrier may choose the route.

From Harrisburg, PA:

I-78 to exit 143
Left on PA-924 S
Left on Maplewood Dr
Right on Oak Ridge Road
Arrive at 550 Oak Ridge Road on the Left.

Carriers may also call 877-6-COYOTE for directions if needed.

Charges

Description	Units	Per	Amount
Fuel Surcharge	563.00	\$0.560	\$315.28
Flat Rate	1.00	\$1,184.720	\$1,184.72
Total			USD \$1,500.00

Contact

Send invoices to:
**960 Northpoint Parkway
Suite 150
Alpharetta, GA 30005**

Please contact Coyote
at 877-626-9683 if the
charges are incorrect.



Rate Confirmation

Load 30366332

Agreement

Carrier Royal3, Inc.

USDOT 2828543

Phone None

Email jim@royal3inc.com

Fax None

Broker Coyote Logistics, LLC

Rep Jared Soderholm

Title Sales Rep

Phone +1 (773) 365 6497 x2228

Fax +1 (773) 365 7804

Date 11/22/2023 10:37

By signing below, Zigi Freight Inc agrees to the terms and conditions set forth below and provided herewith, if any.

Name and Title (Print)

Signature

Date

PLEASE SIGN THIS AGREEMENT AND EMAIL TO Jared.Soderholm@coyote.com

Coyote Logistics, LLC is an Equal Opportunity Employer



Rate Confirmation

Load 30366332

Terms and Conditions

The Broker-Carrier Agreement or Carrier Agreement (in each case, the "Agreement") between Coyote Logistics, LLC, a Licensed Property Broker - USDOT # 2236410, and Zigi Freight Inc is amended by the verbal agreement between Jared Soderholm of Coyote Logistics, LLC hereafter referred to as BROKER, and Jim of Zigi Freight Inc hereafter referred to as CARRIER, dated 11/22/2023.

This confirmation is subject to the terms of the Agreement and this document constitutes an amendment thereto. If the CARRIER has not signed the Agreement, then the rate shown above is the agreed individually negotiated rate and no other rate shall apply including any carrier tariff rate or terms.

THIS LOAD SHALL NOT BE DOUBLE BROKERED. No additional charges not listed above may be added by the CARRIER. Any additional charges must appear on a revised confirmation sheet signed by the BROKER. CARRIER must include signed copy of the shipper's bill of lading and any other proof of delivery with invoice to BROKER. Rates, except as specifically designated above, are inclusive of any fuel surcharge. CARRIER certifies that it is in compliance with all requirements of the California Air Resources Board (CARB) that are applicable to the scope of CARRIER's operations, including, but not limited to: Statewide Truck and Bus Regulations, Transport Refrigeration Unit (TRU) Regulations, Tractor-Trailer Greenhouse (GHG) Gas Regulations, and Drayage Truck Regulations. CARRIER also warrants that it is in compliance with any comparable requirements of the Environmental Protection Agency (EPA) and other states, where applicable. CARRIER shall be responsible for any fines imposed on BROKER and/or shipper resulting from noncompliance.

CARRIER hereby confirms that it maintains applicable and valid insurance without exclusions that would prevent coverage for the items listed above. CARRIER has at least \$100,000.00 in cargo insurance and \$1,000,000.00 in automobile liability coverage. CARRIER further confirms that in transporting the shipment described hereinabove, it will comply with all U.S. DOT and FDA regulations applicable to its operations while transporting said shipment, including, but not limited to drivers' hours of service, and the Food Safety Modernization Act (FSMA), if applicable. CARRIER agrees to the attached requirements from the shipper, if any.

ALL LOADS ARE SUBJECT TO ELECTRONIC TRACKING

By accepting this shipment, CARRIER agrees that it has obtained a written agreement from each driver transporting a shipment tendered by BROKER to CARRIER pursuant to the Agreement in which each driver provides all necessary consents to (i) receiving text messages and/or phone calls from or on behalf of BROKER and (ii) allowing BROKER or its vendor to track such driver's location while transporting such shipment. CARRIER shall comply with all applicable laws relating to the collection, use, storage, retention, disclosure, and disposal of any information CARRIER provides to BROKER, including information regarding the drivers transporting shipments. CARRIER shall indemnify, defend, and hold BROKER and its affiliates harmless from and against any and all claims, damages, liabilities, losses, actions and expenses (including attorneys' fees) arising out of or in connection with CARRIER's breach of this Section. This Section shall survive the expiration or termination of the Agreement between BROKER and CARRIER.

Operating Parameters
Amazon Fulfillment Services, Inc.

Carrier shall adhere to the following customer requirements:

Service Representations. Carrier and its Personnel will: (A) perform the Services in a competent and workmanlike manner in accordance with the level of professional care customarily observed by highly skilled professionals rendering similar services; (B) meet, at a minimum, the Performance Standards and any other requirements any applicable Work Order; (C) promptly notify Amazon of any accident, incident, or event that impairs the safety of or delays delivery of shipments, and will use reasonable care and due diligence in the protection of the goods or shipments; and (D) at all times have sufficient equipment, personnel and resources available to handle all Amazon capacity requirements for Carrier.

Publicity Restriction. Carrier will not use any trade name, trademark, service mark, logo or commercial symbol, or any other proprietary rights of Amazon or any of its Affiliates in any manner (including use in any client list, press release, advertisement or other promotional material) without prior written authorization of such use by a Vice President of Amazon.

Personal Information. Carrier will use any personally identifiable information it receives concerning Amazon customers, suppliers, employees or contractors, including names, addresses, e-mail addresses, telephone numbers, building or community access codes and financial information (collectively "Personal Information"), solely for purposes of providing Services under this Agreement. Carrier will not transfer, rent, barter, trade, disclose or sell such information and will not develop lists of or aggregate such information. To the extent permitted by law, Carrier will delete all instances (including backups and other copies) of Personal Information associated with each shipment within 120 days after completing the shipment. If Carrier is required by law to maintain records more than 120 days after shipment, Carrier will delete the Personal Information as soon as it is permitted. Before disposing of any hardware, media or software (including any sale or transfer of such material or any disposition of Carrier's business) that contains or previously contained Personal Information, Carrier will perform a complete forensic destruction of the Personal Information (which may include a physical destruction, preferably incineration, or secure data wipe) such that no such information can be recovered or retrieved.

Carrier's Personnel. Carrier will ensure that all its Personnel comply with Amazon's rules and policies while on Amazon's premises, and, for transportation to or from the premises of a customer, supplier or other business relation of Amazon, Carrier will ensure that its Personnel comply with such third party's rules and policies while on such third party's premises.

PERFORMANCE STANDARDS

High Value Truckloads. Carrier must comply with the following requirements for all transportation services involving loads specifically identified as "High" or "Highest" value loads from a manufacturer/vendor facility to an Amazon facility or from one Amazon facility to another.

- A. Team drivers are required and at least one driver must remain with the load at all times
- B. Carrier must not broker the load to a non-asset based carrier
- C. Trailer must be air-ride equipped and or load bars/straps should be used if necessary to ensure the items do not shift during transit
- D. Tractor must be equipped with GPS tracking and driver must provide status updates in the form of an email to a designated Amazon email address every 4 hours; and before making any stops
- E. Routing must be on major highways- No stops allowed within 200 miles of pick up and 200 miles of delivery
- F. Carrier will ensure that its Personnel have sufficient skill, experience and ability to perform the Services. All Personnel that Carrier utilizes to provide Services are its employees, agents or subcontractors and are not our employees, agents or subcontractors.

Carrier will utilize a mutually agreed upon background check agency to complete a background check on all Personnel prior to assigning them to perform any Services.

Carrier will perform background checks and employ drug screening policies, both of which meet or exceed Federal Guidelines contained in 49 Code of Federal Regulations (CFR). Carrier will only assign Personnel to perform Services that have successfully passed such background checks and drug screening.

ON-TIME DELIVERY COMMITMENTS

On-time service commitments and critical entry times will vary by lane that the Carrier hauls.

Amazon Code of Business Conduct

In performing their job duties, Amazon.com employees should always act lawfully, ethically, and in the best interests of Amazon.com. This Code of Business Conduct and Ethics (the "Code of Conduct") sets out basic guiding principles. Employees who are unsure whether their conduct or the conduct of their coworkers complies with the Code of Conduct should contact their manager or the Legal Department. Employees may also report any suspected noncompliance as provided in the Legal Department's reporting guidelines referred to in paragraph IX below.

I. Compliance with Laws, Rules and Regulations

Employees must follow applicable laws, rules and regulations at all times. Employees with questions about the applicability or interpretation of any law, rule or regulation, should contact the Legal Department.

II. Conflicts of Interest

In performing their job duties, employees are expected to use their judgment to act, at all times and in all ways, in the best interests of Amazon.com. A "conflict of interest" exists when an employee's personal interest interferes with the best interests of Amazon.com. For example, a conflict of interest may occur when an employee or a family member receives a personal benefit as a result of the employee's position with Amazon.com. A conflict of interest may also arise from an employee's business or personal relationship with a customer, supplier, competitor, business partner, or other employee, if that relationship impairs the employee's objective business judgment.

Because an employee's receipt of gifts or services could create a conflict of interest, the Legal Department will develop and maintain guidelines for disclosure of gifts or services received from customers, suppliers, competitors or business partners.

Employees should attempt to avoid conflicts of interest and employees who believe a conflict of interest may exist should promptly notify the Legal Department. The Legal Department will consider the facts and circumstances of the situation to decide whether corrective or mitigating action is appropriate.

III. Insider Trading Policy

Federal and state laws prohibit trading in securities by persons who have material information that is not generally known or available to the public.

Employees of the Company may not a) trade in stock or other securities while in possession of material nonpublic information or b) pass on material nonpublic information to others without express authorization by the Company or recommend to others that they trade in stock or other securities based on material nonpublic information.

The Company has adopted guidelines designed to implement this policy.

All employees are expected to review and follow the Amazon.com Insider Trading Guidelines. Certain employees must comply with trading windows and/or preclearance requirements when they trade Amazon.com securities.

IV. Discrimination and Harassment

Amazon.com provides equal opportunity in all aspects of employment and will not tolerate any illegal discrimination or harassment of any kind. For more information, see the Amazon.com policies on Equal Employment Opportunity and Workplace Harassment in the Amazon.com Owner's Manual.

V. Health and Safety

Amazon.com provides a clean, safe and healthy work environment. Each employee has responsibility for maintaining a safe and healthy workplace by following safety and health rules and practices and reporting accidents, injuries and unsafe conditions, procedures, or behaviors.

Violence and threatening behavior are not permitted. Employees must report to work in a condition to perform their duties, free from the influence of illegal drugs or alcohol.

VI. Price Fixing

Employees may not discuss prices or make any formal or informal agreement with any competitor regarding prices, discounts, business terms, or the market segments and channels in which the Company competes, where the purpose or result of such discussion or agreement would be inconsistent with applicable antitrust laws. If you have any questions about this section or the applicable antitrust laws, please contact the Legal Department.

VII. Bribery; Payments to Government Personnel

Employees may not bribe anyone for any reason, whether in dealings with governments or the private sector. The U.S. Foreign Corrupt Practices Act, and similar laws in other countries, prohibit offering or giving anything of value, directly or indirectly, to government officials in order to obtain or retain business. Employees may not make illegal payments to government officials themselves or through a third party. Employees who are conducting business with the government officials of any country must contact the Legal Department for guidance on the law governing payments and gifts to governmental officials.

VIII. Recordkeeping, Reporting, and Financial Integrity

Amazon.com's books, records, accounts and financial statements must be maintained in appropriate detail, must properly reflect the Company's transactions and must conform both to applicable law and to the Company's system of internal controls. Further, Amazon.com's public financial reports must contain full, fair, accurate, timely and understandable disclosure as required by law. The Company's financial, accounting and legal groups are responsible for procedures designed to assure proper internal and disclosure controls, and all employees should cooperate with these procedures.

IX. Questions; Reporting Violations

Employees should speak with anyone in their management chain or the Legal Department when they have a question about the application of the Code of Conduct or when in doubt about how to properly act in a particular situation.

The Amazon.com Legal Department has developed and maintains reporting guidelines for employees who wish to report violations of the Code of Conduct. These guidelines include information on making reports to the Legal Department and to an independent third party. Please see the reporting guidelines for information and instructions.

Amazon.com will not allow retaliation against an employee for reporting misconduct by others in good faith. Employees must cooperate in internal investigations of potential or alleged misconduct.

Employees who violate the Code of Conduct will be subject to disciplinary action up to and including discharge.

X. Periodic Certification

The Legal Department will designate certain employees who, based on their level of responsibility or the nature of their work, will be required to certify periodically that they have read, understand and complied with the Code of Conduct.

XI. Board of Directors

With respect to their service on behalf of the Company, Amazon.com's Board of Directors must comply with the relevant provisions of this Code of Conduct, including conflicts of interest, insider trading and compliance with all applicable laws, rules and regulations.

XII. Waivers

Waivers of this Code of Conduct may be made only in a manner permitted by law.

Supply Chain Standards

Amazon is strongly committed to conducting its business in a lawful and ethical manner, including engaging with suppliers that are committed to the same principles. These standards set out Amazon's expectations for suppliers of goods and services. We require suppliers in our manufacturing supply chain and suppliers supporting Amazon's operations to comply with our Supplier Code of Conduct ("Supplier Code"), which is detailed below. In order to ensure these standards are cascaded throughout our supply chain, Amazon also expects our suppliers to hold their suppliers and subcontractors to the standards and practices covered by our Supplier Code. Our products must be manufactured and services provided in a manner that meets or exceeds the expectations of Amazon and our customers as reflected in our Supplier Code.

Here are some of the key areas we focus on:

- Health and safety in production areas and any living quarters
- The right to legal wages and benefits
- Appropriate working hours and overtime pay
- Prevention of child labor or forced labor
- Fair and ethical treatment, including non-discrimination

To ensure that our policies and programs incorporate internationally recognized human rights standards, we conduct formal benchmarking with industry and multilateral groups to design, operate, and continually improve our risk assessment and audit program. Audit and assessment results are reviewed regularly by the senior leadership of the appropriate business and corrective action plans are implemented with suppliers as needed.

We partner closely with our suppliers to drive continuous improvement in working conditions. We train our suppliers on the standards and conduct required by our Supplier Code. Where appropriate, we use independent auditors to verify compliance, including confidential worker interviews. We may also, where appropriate, use industry association audits and other mechanisms to verify information. We regularly assess suppliers to monitor continued compliance and improvement; many sites are assessed multiple times a year, including for follow-up assessments to address specific findings. Amazon may terminate its relationships with any supplier that violates our Supplier Code or does not cooperate during assessments.

Assessments may include:

- Site inspection of all areas of the site and any living quarters;
- Confidential worker interviews or surveys conducted without site management present;
- Review and analysis of site documents or licenses to assess workers' age, contracts, compensation, working hours, and workplace conditions;
- Identification of past compliance issues, areas for improvement, and development of a remediation plan.

Upon completion of an assessment, a supplier must promptly provide a detailed remediation plan for each issue identified. Amazon tracks remediation closely and conducts follow-up assessments for significant issues. Between assessments, Amazon employees meet with supplier managers to discuss open issues and remediation progress.

Supplier Code of Conduct

Guiding Principle. Our suppliers' business and labor practices must comply with all applicable laws, as well as the requirements and principles of this Supplier Code. Suppliers must comply with the standards of this Supplier Code even when this Supplier Code exceeds the requirements of applicable law.

Child Labor. Amazon will not tolerate the use of child labor. Our suppliers must engage workers whose age is the greater of: (i) 15, (ii) the age of completion of compulsory education, or (iii) the minimum age to work in the country where work is performed. Furthermore, workers under the age of 18 must not perform hazardous work. Amazon supports the development of legitimate workplace apprenticeship programs that comply with applicable laws and this Supplier Code.

Involuntary Labor, Human Trafficking, and Slavery. Our suppliers must not use forced labor - slave, prison, indentured, bonded, or otherwise. Our suppliers must not traffic workers or in any other way exploit workers by means of threat, force, coercion, abduction, or fraud. Working must be voluntary, and workers must be free to leave work and terminate their employment or other work status with reasonable notice. Workers shall not be required to pay recruitment, hiring, or other similar fees related to their employment; our suppliers must bear or reimburse to their workers the cost of any such fees. All fees and expenses charged to workers must be disclosed to Amazon and communicated to workers in their native language in advance of employment. Amazon also expects our suppliers to hold their third-party labor agents or brokers to the standards and practices covered by this Supplier Code.

Our suppliers must not require workers to surrender government issued identification, passports, or work permits as a condition of working, and our suppliers may only temporarily hold onto such documents to the extent reasonably necessary to complete legitimate administrative and immigration processing. Workers must be given clear, understandable contracts regarding the terms and conditions of their engagement in a language understood by the worker. Suppliers must ensure that each of its staffing or recruiting agencies comply with this Supplier Code and with the more stringent of the applicable laws of the country where work is performed and the worker's home country.

Safety and Health. Our suppliers must provide workers with a safe and healthy work environment, and suppliers must, at a minimum, comply with applicable laws regarding working conditions and with the standards below.

Occupational Safety. Suppliers must educate workers on safety procedures and also control worker exposure to potential physical safety hazards by implementing physical guards, barriers, and/or engineering and administrative controls. Workers must be informed and receive appropriate education in advance if they will be working with (or otherwise exposed to) hazardous or dangerous conditions or materials. In addition, workers must be given appropriate personal protective equipment and educated and trained on the proper use of such equipment. Suppliers must manage, track, and report occupational injuries and illnesses.

Physically Demanding Work. Suppliers must continually identify, evaluate, and control physically demanding tasks to ensure that worker health and safety is not jeopardized.

Emergency Preparedness and Response. Suppliers must identify and plan for emergency situations and implement and train their workers on response systems, including emergency reporting, alarm systems, worker notification and evacuation procedures, worker training and drills, first-aid supplies, fire detection and suppression equipment, and unblocked exit facilities.

Machine Safeguarding. Suppliers must implement a regular machinery maintenance program. Production and other machinery must be routinely evaluated for safety hazards.

Sanitation and Housing. Workers must be provided with reasonable access to clean toilet facilities and potable drinking water. If suppliers provide a canteen or other food accommodations, they must include sanitary food preparation, storage, and eating accommodations. If suppliers provide residential facilities for their workers, they must provide clean and safe accommodations. In such residential facilities, workers must be provided with emergency egresses, reasonable and secure personal space, entry and exit privileges, reasonable access to hot water for bathing, adequate heat and ventilation, and reasonable transportation to and from work facilities (if not reasonably accessible by walking).

Wages and Benefits. Our suppliers must pay their workers in a timely manner and provide compensation (including overtime pay and benefits) that, at a minimum, satisfy applicable laws. Suppliers must provide to their workers the basis on which workers are being paid in a timely manner via pay stub or similar documentation. Deductions from wages as a disciplinary measure are not permitted.

Working Hours. Except in unusual or emergency situations, (i) suppliers must not require a worker to work more than 60 hours per week, including overtime, and (ii) each worker must be entitled to at least one day off for every seven-day work period. In all circumstances, working hours must not exceed the maximum amount permitted by law.

Anti-discrimination. Conditions of working must be based on an individual's ability to do the job, not on personal characteristics or beliefs. Our suppliers must not discriminate on the basis of race, color, national origin, gender, sexual orientation, religion, disability, age, political opinion, pregnancy, marital or family status, or similar factors in hiring and working practices such as job applications, promotions, job assignments, training, wages, benefits, and termination. Suppliers must not subject workers or applicants to medical tests that could be used in a discriminatory manner.

Fair Treatment. All workers must be treated with respect and dignity. Our suppliers must not engage in or permit physical, verbal, or psychological abuse or coercion, including threats of violence, sexual harassment, or unreasonable restrictions on entering or exiting work and residential facilities. Workers must be free to voice their concerns to Amazon or its auditors, and allowed to participate in the Amazon audit process, without fear of retaliation by supplier management.

Immigration Compliance. Our suppliers may only engage workers who have a legal right to work. If suppliers engage foreign or migrant workers, such workers must be engaged in full compliance with the immigration and labor laws of the host country.

Freedom of Association. Our suppliers must respect the rights of workers to establish and join a legal organization of their own selection. Workers must not be penalized or subjected to harassment or intimidation for the non-violent exercise of their right to join or refrain from joining such legal organizations.

Ethical Behavior

No Bribery. Our suppliers may not engage in bribery with anyone for any reason, whether dealings with government officials or the private sector. This includes offering, promising, giving, or accepting anything of value to obtain or provide undue or improper advantages to anyone for any reason. Our suppliers must not induce Amazon employees to violate our [Code of Business Conduct and Ethics](#).

Anti-Corruption. Suppliers must comply with applicable anti-corruption laws, including the United States Foreign Corrupt Practices Act and the United Kingdom Bribery Act, and never bribe a government official on Amazon's behalf. Suppliers may not offer, give, or promise anything of value, either directly or indirectly, to government officials to encourage them to act improperly or to reward them for doing so. Prohibited payments can take many forms including, but not limited to, cash or cash equivalents, gifts, meals, and entertainment. Any questions regarding the applicability of this provision or exceptions to this provision must be directed to the Legal Department of Amazon.

Whistleblower Protections. Suppliers must protect worker whistleblower confidentiality and prohibit retaliation against workers who report workplace grievances. Suppliers must create a mechanism for workers to submit their grievances anonymously.

Management Systems. Suppliers must adopt a management system to ensure compliance with applicable laws and this Supplier Code and to facilitate continual improvement.

Management Accountability and Responsibility. Suppliers must have designated representatives responsible for implementing management systems and programs that oversee compliance with applicable laws as well as this Supplier Code. Senior management must routinely review and assess the quality and efficiency of the management systems and programs. Amazon also expects our suppliers to hold their suppliers and subcontractors to the standards and practices covered by this Supplier Code.

Risk Management. Suppliers must establish a process to identify the environmental, health, safety, and ethical risks associated with their operational and labor practices. In addition, management must develop appropriate processes to control identified risks and ensure regulatory compliance.

Training. Management must maintain appropriate training programs for managers and workers to implement the standards in this Supplier Code and to comply with applicable legal requirements.

Communication and Worker Feedback. Suppliers must clearly and accurately communicate and educate workers about Amazon policies, practices, and expectations. Amazon may require suppliers to post this Supplier Code in a location accessible to their workers (translated into the appropriate local language(s)). In addition, Amazon encourages suppliers to partner with us to implement a process to assess workers' understanding of the standards and practices covered by this Supplier Code.

Documentation and Records. Suppliers must create, retain, and dispose of business records in full compliance with applicable legal requirements along with appropriate confidentiality to protect privacy.

Environment. Our suppliers must comply with applicable environmental laws. Amazon encourages our suppliers to implement systems that are designed to minimize the impact on the environment by the supply chain system, the production process, and the products themselves.

Environmental Permits and Recordkeeping. Suppliers must obtain and keep current all required environmental permits, approvals, and registrations and follow applicable operational and reporting requirements.

Effective Management and Disposal of Hazardous Substances. Suppliers must effectively identify and manage the safe handling, movement, storage, and disposal of chemicals and other substances that pose a threat to the environment, including providing workers with appropriate training on the safe-handling and disposal of hazardous substances. Suppliers must also monitor and control wastewater or solid waste generated from operations before disposing in accordance with applicable laws. In addition, suppliers must characterize, monitor, control, and treat regulated air emissions before discharging in accordance with applicable laws.

Continuous Improvement. Amazon encourages our suppliers to continuously improve and reduce waste. Amazon welcomes suggestions and feedback from its suppliers to improve Amazon's own operations and processes.

Conflict Minerals. Amazon is committed to avoiding the use of minerals that have fueled conflict in the Democratic Republic of the Congo or an adjoining country. We expect suppliers to support our effort to identify the origin of designated minerals used in our products.

Corrective Action. Suppliers' compliance with this Supplier Code is subject to Amazon's review, including third-party auditing of work and residential facilities and conducting confidential worker interviews. Suppliers must be transparent and provide prompt access to their facilities, records, and workers during any audit. We require suppliers to promptly provide a detailed remediation plan and take corrective actions for deviations from this Supplier Code, and Amazon will track suppliers' remediation efforts. Amazon may (without liability) terminate its relationships with any supplier found to be in violation of this Supplier Code, including for denying prompt access to our auditors.

The following guidelines relate to Amazon Relay Program:

Upon arrival at the vendor, the load information (# of pallets, cartons, or packages) provided in the original tender should be compared to the information provided on the BOL. If there is a discrepancy in the information, the carrier must notify Broker immediately.

LTL carriers are required to seal trailers at destination terminal and notate seal numbers on bills prior to delivery.

- **Load/Trailer Quality-** Trailer must be well maintained, safe and free from any obstructions and damage, such as holes. Trailer must support weight of industrial forklift to offload freight. Trailer must be watertight, clean and free of strong odors, especially when delivering food and healthcare products. Load bars, tension straps, air pillows, and/or diamond corrugate shims must be used to secure any double stacked pallet that may shift in transit or has a large void of space to the pallet's front, rear, or sides. Load bars or tension straps must also be used to secure the final pallets placed on a

trailer in order to prevent freight from falling when doors are opened. Tension straps must not be hanging free and should be secured if not used.

General Information (all business types)

- a. Carrier Management Team – 24/7 account specific support is required. We strongly recommend a dedicated management team. We also expect our loads to be monitored and managed continuously prior to pick up all the way through delivery. Tracking each load is critical.
- b. On Time Performance – Arriving on time **to both pick-up and delivery stops** is critical to our operations and service commitments to our customers. Failure to arrive to pick-up even a preloaded trailer is just as critical as arriving on time at a destination. We actively track on-time performance with an on-time percentage goal of 98% (carrier controllable). Definitions for late reasons can be found in section 12. We consider the following root causes as carrier controllable:
 - Driver error
 - Dispatch error
 - Mechanical breakdown
 - Delay due to a prior non amazon load
 - Capacity issue – no equipment/drivers available
 - Medical
 - Traffic en route to pick up
 - Carriers must follow Amazon Yard Rules when picking up and delivering at all Amazon facilities
- c. A secure yard, at a minimum, must be fully-fenced on all sides with monitored entrance/exit points, 24/7 remotely monitoring with regularly scheduled live sweeps.
- d. Amazon loads are expected to be monitored entering and exiting the yard and checked to make sure the proper agents are pulling the loads from the secure yard.
- e. Load Securement - Restraints and seals are necessary on every load.
 - i. Prior to loading an empty trailer:
 1. Live Load – Drivers need to provide at least 2 straps or load bars to the shipper.
 2. Drop Load – Drivers need to ensure at least 2 straps or load bars are in the trailer before dropping the trailer.
 3. Assuming doors have not already been closed and sealed by the shipper; the driver should look into the trailer and notify the shipper if the load is not secured properly.
 4. If the shipper refuses to take action to properly secure the load, the carrier should notify Broker and note the exception on the BOL.
 - ii. All Amazon loads should be secured with seals.
 1. Amazon will provide seals for loads where Amazon is the shipper, and vendors will provide seals for We Pay shipments. All seals must be ISO 17712 compliant and meet the following criteria:
 - a. Strong and durable against weather, chemical action, and undetectable tampering.
 - b. Must be easy to apply and seal.
 - c. Permanently and uniquely marked/numbered, and marked with an easily identifiable manufacturer's logo.
 2. All truckload shipments, high-value shipments (>\$250,000 USD) and shipments traveling more than 250 miles from origin to destination must receive a high-security bolt seal, with seal number notated on BOL.
 3. Carriers should ensure that the seal numbers are recorded on the BOL by the shipper with a shipper signature next to the seal number. Upon delivery, FC or Hub personnel will match seal number to the number recorded on the BOL. If there is a mismatch, the load may be rejected.
 4. Dynamic Shipment Planning ("DSP") Carriers should ensure the trailer is sealed along each leg of the DSP load. Each vendor should seal the trailer after loading their freight into the trailer and should record the seal number on their BOL. Drivers should maintain any seals that are broken during the DSP load and submit them with the BOL at each of the FCs on the load.
 5. In the event the trailer is not sealed properly, the carrier should attempt to procure and apply an approved seal. Carriers should notify Broker for any seal discrepancies, using Case Type – Inbound; Issue Type – Stolen Missing Freight; Sub Issue Type – Stolen or Missing Freight.
- f. All Amazon loads should be secured with seals.

- i. Amazon will provide seals for loads where Amazon is the shipper.
 - ii. Carriers should ensure that the seal numbers are recorded on the BOL by the shipper with a shipper signature next to the seal number. Upon delivery, FC or Hub personnel will match seal number to the number recorded on the BOL. If there is a mismatch, the load may be rejected.
- g. The following standards of vehicle condition are required on all Amazon Loads:
 - i. The vehicle floor must be well maintained and free from any obstructions and damage such as holes
 - ii. Trailers with ridged flooring such as found on refrigerated trailers will not be floor loaded or unloaded at an Amazon facility.
 - iii. The vehicle must be water tight, clean and free of strong odors, and all dunnage and nails should be removed prior to entering premises.
 - iv. Securing straps must not be allowed to hang freely. Straps, unless actually securing a load, must be firmly fixed to the vehicle so that they present no danger to staff and ensure accessibility to the goods being unloaded.
 - v. All tandems will be towards the rear position when dropped on property.
 - vi. All doors must be able to swing freely and have all securement chains and hooks for doors.
 - vii. Trailer repairs need to be conducted immediately or replaced to avoid disruption of trailer pools. Repairs can be conducted on site, but welding cannot be done and hot work permits will not be given.
 - viii. Trailer pool requirement: For primary lanes that require drop trailers for loading, a trailer pool must be kept onsite at all times. If you do not have a copy of the Amazon Trailer Pool calculator, please ask your Carrier Manager for a copy. This calculator will provide a min/max number of trailers that need to be kept onsite at each FC for however many lanes you are the primary carrier on out of that facility.
 - 1. Loaded trailers that are dropped at an FC on Inbound loads should not be considered a useable trailer on the Outbound side for 24 hours and therefore should not be counted as part of the OB trailer pool until 24 hours have passed.
- h. Intermodal/International Containers – All equipment used will comply with FMCSA 2010 road ability rules.
- i. Security
 - i. Vendor Inbound -Load value as defined below are included in the load tenders.
Carriers can elect to carry the proper insurance or reject the tender.
 - Low: less than \$100k
 - Medium: \$100k to \$250k
 - High: >\$250k to \$1m – requires team service for shipments over 500 miles for anything under a secure transit plan is required
 - Highest: over \$1m – requires team service for shipments over 500 miles for anything under a secure transit plan is required
 - ii. If a loaded trailer must be left unattended, it must be parked in a secure yard. The secure yard may be at the origin, destination, or at a carrier's yard en route.
 - iii. Loads are never to be double (or triple) brokered and should never be posted on public "broker boards" such as DAK.
 - iv. Loads should never be commingled with other non-Amazon freight (does not apply to small parcel LTL shipments)
 - v. In rare instances, a load may need to be trans-loaded from one trailer to another en route. In these cases our expectations are as follows:
 - 1. In order to execute an emergency trans-load we are requiring that a 3rd party (carrier representative other than the driver, a storage facility representative, etc.) is on-site while the trans-load is taking place. The 3rd party must validate the following on the BOL:
 - Original seal was taken off.
 - Unit count is the same once the trans-load is complete
 - New seal is secured and recorded on BOL once trans-load is complete.
 - vi. High Value Loads: In addition to any standards that have been mutually agreed upon by the parties, Carrier must comply with the following requirements for all transportation services involving loads specifically identified by Amazon as "High" or "Highest" value loads (1) from a manufacturer/vendor facility to an Amazon facility; or (2) in between two Amazon facilities.
 - 1. Team drivers are required and at least one driver must remain with the load at all times.
 - 2. Tractor must be equipped with GPS tracking and must provide electronic updates.

3. No stops allowed within 200 miles of pick up and 200 miles of delivery.
- j. Cancellation, Detention and Layover Policy at all Amazon facilities, Amazon vendors, and outbound hubs.
- i. If a carrier shows up for an outbound load or warehouse transfer load at an Amazon facility is told that there is a delay and that delay is either undefined ("I don't know when we'll be able to get to you") or greater than 4 hours, the carrier must immediately notify Broker.
 - ii. If, upon arrival, the carrier is told the wait is less than 4 hours but then ends up waiting 4 hours, contact Broker so that it can be determined if driver should wait further or if the load will be cancelled.
 - iii. If the carrier fails to contact Broker in these situations and the truck remains at the site, detention or layover will not be approved.
- k. Other Expectations:
- i. Unless otherwise directed, all Amazon loads require 53' trailers.
 - ii. Driver decorum – Drivers are to maintain a professional and courteous attitude towards Amazon FC employees, customers and other service providers at all times. Failure to do so may result in the driver being barred from Amazon loads.
 - iii. Any damage to driver property or Amazon property must be reported immediately to ship clerk and Broker.

Yard Safety Rules

- Only connect to a trailer with a Green exterior dock light.
 - Drivers are responsible for opening and closing side-hinged style trailer doors upon arrival and departure from dock. Do not remove the tamper seal until instructed to do so by an Amazon Fulfillment representative.
 - Drivers will surrender their keys for all box trucks or vans (trucks that cannot detach from the trailer) that are to be loaded or unloaded by Amazon Fulfillment personnel.
 - Drivers shall not hook up to their trailer until directed by Amazon Fulfillment personnel. Tractor must be completely unhooked and at least 6 ft away from trailer after docking.
 - Drivers must wait in the driver area in the building or in their cab >6 ft away from the trailer. Drivers may wait in their cab in designated tractor parking
 - No idling or smoking in the trailer yard unless in a designated area.
 - Trailers 28 ft or less require 2 jack stands. Amazon Fulfillment personnel are responsible for placing and removing jack stands.
 - Trailers that do not engage to the dock lock will have a glad lock or king pin applied. Amazon Fulfillment personnel are responsible for applying and removing these devices.
 - Drivers are responsible for placing wheel chock(s) upon arrival and removing wheel chock(s) from the trailer prior to departure.

FAILURE TO COMPLY WITH YARD SAFETY RULES WILL RESULT IN REFUSAL OF LOAD OR PICK-UP AND A REPORT TO YOUR DISPATCHER.

In the event of an emergency or severe weather, please follow the guidance of Amazon personnel.

8/17/23

BILL OF LADING

Page 1 Of 2

SHIP FROM
Cengage Learning Distribution Ctr.
10650 Toeppen Drive
Independence, KY 41051

Bill of Lading Number: 00940280028119345
Order Type: Wiley Amazon Order Type
Market Segment(s): 32

SHIP TO

FOB: ☐

Name: AMAZON.COM BOOKS
Address: XPH4
880 PA-940
WHITE HAVEN, PA 18661
PA 18661 US

CARRIER NAME: Coyote Logistics

SCAC: CLLQ
Pro number: 30366332
Plan #: 13336 Dock Area: H

Wave #: 001 1st Spot: 9

Freight Charge Terms: (freight charges are prepaid unless marked otherwise)

Prepaid Collect ☒ 3rd Party

☒ Master Bill of Lading: with attached underlying
(check box) Bills of Lading

SPECIAL INSTRUCTIONS: ARN: 26373438871

Seal: 60100051240

CUSTOMER ORDER NUMBER		#PKGS	WEIGHT	CUSTOMER ORDER INFORMATION		ADDITIONAL SHIPPER INFO	
				PALLET/SUP (CIRCLE ONE)			
				<input type="checkbox"/> Y <input type="checkbox"/> N			
				<input type="checkbox"/> Y <input type="checkbox"/> N			
See Attached Supplement Page				<input type="checkbox"/> Y <input type="checkbox"/> N			
				<input type="checkbox"/> Y <input type="checkbox"/> N			
				<input type="checkbox"/> Y <input type="checkbox"/> N			
				<input type="checkbox"/> Y <input type="checkbox"/> N			
				<input type="checkbox"/> Y <input type="checkbox"/> N			
				<input type="checkbox"/> Y <input type="checkbox"/> N			
				<input type="checkbox"/> Y <input type="checkbox"/> N			
				<input type="checkbox"/> Y <input type="checkbox"/> N			
				<input type="checkbox"/> Y <input type="checkbox"/> N			

Make inside delivery or liftgate service if requested. Charges for this service will be paid by the firm responsible for paying the freight charges on this shipment.

GRAND TOTAL 855 20335.69

SKID(S)		PACKAGE		CARRIER INFORMATION		COMMODITY DESCRIPTION		LTL ONLY	
		QTY	TYPE	WEIGHT	HML (X)			NMFC #	CLASS
17						Commodities requiring special or additional care or attention in handling or slowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Section 2(e) of NMFC Item 360			
						See Attached Supplement			
Door: 17		855		19715.19		*** GRAND TOTAL of packages ***			

Load Build Manifest #



662312958

Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows:

"The agreed or declared value of the property is specifically stated by the shipper to be not exceeding

per

NOTE Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. § 14706(c)(1)(A) and (B).

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

CENGAGE LEARNING

Shipper Signature

CARRIER SIGNATURE / PICKUP DATE

Carrier acknowledges receipt of packages and required placards. Carrier certifies Carrier response information was made available and/or carrier has the DOT emergency response guidebook if required documentation in the vehicle. Properly described and is received in good order as noted.

SHIPPER SIGNATURE / DATE

This is to certify that the above named materials are properly classified, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the DOT.

Trailer Loaded:

*By Shipper

Freight Counted:

*By Shipper