



Bill to:
PRIORITY LOGISTICS INC
648 N CASSADY AVE,
Columbus,
OH,
43219

Invoice Date: 12/11/2023
Invoice #: 116918
Terms: NET 30
Due Date: 01/11/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
12/08/2023		3200 Fruit Ridge Ave NW, Walker, MI, USA - 301 County Road 1850 North, Normal, IL, USA			
			1	\$950.00	\$950.00

TOTAL
\$950.00

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



Broker-Carrier Contract Agreement

Brokered By**Priority Logistics Inc**

6145 Wall Street

Sterling Heights, MI, 48312, USA

Phone: (586) 469-1246

Dispatched By: Amer Hasanovic on 2023-12-08 12:54 EST

Phone: (586) 469-1246

Email: amerh@priorityexpressinc.net

Our Order Number: 116918**Our Manifest Number: 70459****Team:** No**Dock High:** No**Hazmat:** No**Brokered To****ZIGI FREIGHT INC (MC:**

944686)

6850 W 63RD STREET}

Chicago, IL, 60638, US

Phone: (630) 485-7370

DOT: 2828543, MC:

944686

Fax: (630) 485-6980

Vehicle Size: Tractor

Trailer

Miles: 280

Stops: 2

Generated: 2023-12-08 12:54 EST

Pick Up Friday 2023-12-08 19:00 EST Protect

**CHALLENGE MFG. COMPANY,
LLC - CHALLENGE MFG.
HOLDINGS, LLC**

3200 FRUIT RIDGE AVE. NW

Walker, MI, 49544, USA

Phone:

Ref.	Pieces	Weight	Length	Width	Height	Stackable
1	31	11885 lbs	0 in	0 in	0 in	No

Delivery Saturday 2023-12-09 01:00 CST Deliver Direct

Distance from last stop: 280 mi
Running total: 280 mi**RIVIAN AUTOMOTIVE LLC**

301 WEST KERRICK RD

Normal, IL, 61761, USA

Phone:

Ref.	Pieces	Weight	Length	Width	Height	Stackable
1	31	11885 lbs	0 in	0 in	0 in	No

Total Pieces: 31

Total Weight: 11885 lbs

Total Distance: 280 mi

Order Notes

* MUST TRACK ON MACRO POINT - NO EXCEPTIONS

* MUST PROVIDE LOADED INFORMATION BEFORE DEPARTING - BOL #, PIECE COUNT AND WEIGHT - CAN NOT DEPART WITHOUT PROVIDING THIS INFORMATION.

* Must wear a SAFETY VEST, PANTS, CLOSED TOE SHOES AT ALL TIMES.

* Should your driver depart from the shipping facility without our approval, you will be returned to the shipper at your own cost - Please follow direction to avoid any delays.

* DO NOT - send your driver or drivers in EARLY - You must be on time for your pick-up time - Some customers will turn you around and this will cause major issues. Please make sure you follow set times and communicate any and all delays in a timely manner.

* Any and All additional charges such as accessorial charges (detention, Layover, trailer drops, re-routes, extra stops etc.) must be approved and agreed upon in writing by both parties (carrier and broker) These charges must be added via revised rate confirmation and signed off on to be valid. You understand you will NOT be able to charge anything outside of agreements per contract and per rate confirmation.

* Detention or any additional charges will NOT be honored if you fail to report this delay in a timely manner. You must report any and all delays within 2 hours of arrival time or charges will NOT be approved.

* Driver must have PPE Equipment such as Hard Hat, Steel Toe Shoes, Safety Glasses.

* Driver can NOT Depart shipping facility without providing loaded info such as pictures of freight showing it has been secured properly.

* Driver Must complete given check list and send to Priority in order to get green light to depart

* Driver must arrive with Straps to secure shipment or Load bars or Load locks.

* Must Meet Delivery Protect Time - NO EXCEPTIONS - MUST CHECK IN AS PRIORITY

* Must wear a SAFETY VEST, PANTS, CLOSED TOE SHOES AT ALL TIMES.

* POD Must be provided upon delivery, Legible Copy of all pages, failure to do so will result in Penalty

* %20 Rate Reduction applies if delivery time is not met (as listed on the rate con)

* %30 Rate Reduction applies if delivery time is not met (as listed on the rate con) - FOR TEAM RUNS

* Must provide any and all delays in a timely manner, failure to do so will result in Penalty

* Shipment or Trailer will be recovered should you run into major issues causing major delays - this option will be considered should we run into issues such as plant shutdowns or production line shutdowns due to delays caused by you, your driver or drivers - Rates will be adjusted accordingly

* Any and All additional charges such as accessorial charges (detention, Layover, trailer drops, re-routes, extra stops etc.) must be approved and agreed upon in writing by both parties (carrier and broker) These charges must be added via revised rate confirmation and signed off on to be valid. You understand you will NOT be able to charge anything outside of agreements per contract and per rate confirmation.

*** For deliveries at Rivian 301 Kerrick RD Please arrive according to the times on your rate confirmation. Driver may only check in 30 mins prior to that time - or rate deduction will apply ***

Estimated Pay to Carrier: 950.00 USD

Authorized Signature:

George Pavkovic

Print Name: George Pavkovic

Your Order #: 116918

Driver name: Nemanja Phone #: 708 929 2716

Vehicle #: 352 Vehicle Size: 53ft Dry Van

Trailer #: H03263 MC Number: 944 686

By signing, you verify the information provided is accurate and you agree to the payment amount. Your signature also verifies that you have read, understand, and agree to all Terms and Conditions contained in this entire document.

Shipping Notes

- During the duration of a shipment, you as a valued Carrier agree to provide correct driver information such as Name, Truck Number, Trailer Number and Correct Cell Phone number for solo runs and Both Names, Truck Number, Trailer Number and Correct Cell Phone numbers for both drivers during Team shipments.
- You understand that at times addresses are mis-matched and are not exact on the rate contract provided and Bill of Lading provided to you by shipper, you also agree you will verify the delivery address should there be a mismatch once you are loaded and heading to your destination or next stop.
- You agree you will report wait times in a timely manner – example. Your driver has been at the shipping facility for more than 1 hour and 30 minutes – you must report in order to earn detention compensation.
- You understand and agree that detention is paid at \$35.00 an hour after the first 2 hours at the shipper. TONU Charges are depending on equipment being used and will be compensated accordingly – If You decide you will leave a shipping facility you will NOT be entitled to a TONU.
- If the requested driver information requirement is ignored, we will have no choice but to cancel – take you off the shipment and recover with another valued partner carrier of ours.
- During the duration of any of our shipments, you as a valued Carrier agree that your driver or drivers will Install and Accept Macro Point Tracking. Drivers can not interrupt the tracking link; drivers can not cancel the tracking link and driver cannot hide their location while active on a running order on any of our shipments.
- You agree to a rate reduction of \$200.00 should your driver or drivers do any of the above listed regarding our Macro Point requirements.
- You agree you will provide proper tracking updates including any delays, relays, breakdowns etc. our operations team in a timely manner to avoid any penalties (Operations@PriorityExpressInc.net & Tracking@PriorityExpressInc.net) or by Calling (586) 469-1246 and pressing Option 1.
- You agree you will follow up with an e-mail pertaining to a specific situation by referencing the load number in case you were not able to communicate with anyone while trying to reach via phone call.
- You agree you will use equipment up to Department of Transportation (DOT) Standards and you will use equipment required to use on special circumstances when requested by person who assigned you to a specific shipment example (Vented Trailers, Trailer that are 10 Years or Newer, Food Grade Trailers)
- You agree you will follow specific shipment requirements listed in the shipping notes of each load and you also agree you will follow specific shipment requirements listed in the delivery notes of each shipment within the delivery notes.
- You agree you will make sure driver is always sent in with proper PPE (Personal Protective Equipment). Drivers are not allowed to go into any shipping facility wearing shorts, flip flops (open toe shoes) etc.
- You agree you will make sure drivers are respectful and follow specific guidelines and procedures set in place by either shipper or receiver.

Delivery Notes

- You as a valued carrier agree and understand you will follow specific delivery times as they are listed in the rate contract unless otherwise advised.
- You understand that at times addresses are mis-matched, you also agree you will verify the delivery address should there be a mis-match situation once you are loaded and heading to your destination.
- You agree that a change can happen and if a change happens you will receive a revised rate contract with those changes listed.
- Priority will honor and compensate for changes or modifications made during transit on any assignment.
- You understand that changes or modifications made are not made by Priority, these changes or modifications are strictly made by customers, and you agree you will honor such changes or modifications in exchange for additional compensation.
- You understand that changes or modifications include (extra stops, extra mileage, lumpers) etc.
- You understand and agree that paperwork must be submitted instantly with certain shipments and certain customers.
- You agree that you will provide requested paperwork at time it is requested of you (this requirement will also be listed in the delivery notes) should it require legible copies the moment your driver or drivers are unloaded.

- You understand and agree that you will NOT be reimbursed for a Lumper expense if you do not provide a completely legible copy of the paperwork for such shipment along with a clean legible copy of the lumper receipt within 4 hours of the shipment completion.
- You understand and agree that if you do arrive to a destination and are delayed you are entitled to detention only if you have arrived on time and will be compensated accordingly.
- Detention is payable after the first 2 hours at a rate of \$35.00 an hour. Lay over charges are approved accordingly (based on equipment type used).
- You understand and agree to follow all the above listed statements you also agree to report any Damages, Overages, Shortages etc.
- Should a Damage or Shortage Occur, you agree you will follow steps you are given by Priority at that given moment.
- You also understand that if a damage or occur that payment to an assignment may be on hold until the issue is resolved.
- You also understand and agree that you will be held accountable should a shortage or damage occur on your assignment and may result in an Insurance Claim or Rate reduction in the amount of the claim.

Billing Notes

- All invoices must be submitted electronically to Billing@PriorityExpressInc.Net within 7 days of completing your assignment. Failure to do so will result in a rate reduction of \$200.00.
- All Invoices must include signed rate confirmations and completely legible paperwork (BOLs) Pictures of paperwork will NOT be accepted.
- BOLs – PODs must be completely legible (all 4 corners of each page must be visible) example: If you have 5 Pages then all 5 pages must be submitted – failure to do so will result in payment delays.
- All Invoices must be properly scanned copies in a PDF Format and will be accepted in this way ONLY (unless originals are required)
- You understand you may be asked to submit a POD within a 2-hour window for certain customers and you agree to do so, failing to follow this instruction may result in a penalty of \$200.00

General Notes

- You agree and understand that any back solicitation will be reported to all major carrier watch web portals and your rights to payments (billing) will be waived.
- You understand and agree you will NOT – Re-Broker/Co-Broker/Double-Broker/Forward-Freight to another entity and you understand it is NOT allowed as specified within this legal binding contract. Should you be caught doing any of the above listed you will waive your rights to payment, you will be reported and may face legal consequences taken against your company.
- You understand and agree that if a rate confirmation is not signed but shipment has been picked up all of the above is assumed fully accepted by you as the assigned carrier.



Pro : SH0229370

BILL OF LADING						
SHIP FROM Name: CHALLENGE MFG. COMPANY, LLC - CHALLENGE MFG. HOLDINGS, LLC Address1: 3200 FRUITRIDGE AVE Address2: City/State/Zip: WALKER, MI, 49544 SID#: 52163 Contact: kvalentine Phone: 5555555555			Bill Of Lading Number: SH0229370 PO Number: SAP Return Order Number: BC-6186026			
SHIP TO Name: RIVIAN AUTOMOTIVE LLC Address1: 301 WEST KERRICK RD Address2: City/State/Zip: NORMAL, IL, 61761 CID#: 3100-NR03 Contact: RIVIAN AUTOMOTIVE LLC LOGISTICS Phone: 5555555555			Carrier Name: PRIORITY Trailer Number: Seal Number(s): SCAC: PYLN PRO Number: SH0229370 Services: Equipment: 53FT_TRUCK			
THIRD PARTY FREIGHT CHARGES BILL TO Name: RIVIAN AUTOMOTIVE LLC Address: 13250 N HAGGERTY RD City/State/Zip: PLYMOUTH, MI 48170			Freight Charge Terms: (freight charges are prepaid unless marked otherwise) Prepaid <input type="checkbox"/> Collect <input type="checkbox"/> 3rd Party <input type="checkbox"/>			
Special Instructions: shipping hours 6am to 10pm Photos are prohibited on premises of all Rivian facilities unless requested by Rivian. Photos for personal or carrier company use are prohibited for all Rivian loads in all instances. Failure to comply will result in immediate removal of the carrier in violation of this rule.			<input type="checkbox"/> Master Bill of Lading: with attached Underlying Bills of Lading (Check box)			
CUSTOMER ORDER INFORMATION						
PART NUMBER	COMMODITY DESCRIPTION	QUANTITY	WEIGHT	PALLET/SLIP (Circle One)		ADDITIONAL SHIPPER INFO
PT00054650-C	RPV-500-X-MBR-CAB FLOOR-MAIN-FRT-MID-ASS	175	LB	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N	
PT00050639-F	500 XMBR BOX FLOOR MID SLD DR ASSY	400	LB	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N	
PT00046618-F	RPV-500-MBR ASSY-REAR BOX FLOOR FRT	140	LB	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N	
PT00054649-B	RPV-500-X-MBR-CAB FLOOR-MAIN-FRT-RR-ASSY	192	LB	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N	
PT00050541-F	RPV-500-LHD-EXT CAB FLOOR-ASSY	240	LB	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N	
GRAND TOTAL		1185	0.000 LB			
CARRIER INFORMATION						
QTY	PACKAGE	TYPE	WEIGHT	H.M(X)	COMMODITY DESCRIPTION	LTL ONLY
					Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Section 2(e) of NMFC Item 360	NMFC# CLASS
5		OTHER	2295 LB			
10		OTHER	3550 LB			85.0
5		OTHER	1465 LB			85.0
7		OTHER	3171 LB			85.0
4		OTHER	1404 LB			85.0
31			11885 LB			85.0
				Grand Total		
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 _____"				COD Amount: \$ _____ Fee Terms: Collect: <input type="checkbox"/> Prepaid: <input type="checkbox"/> Customer check acceptable: <input type="checkbox"/>		
NOTE Liability Limitation for loss or damage is 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. The shipper hereby certifies that he/she is familiar with all the terms and conditions of the NMFC Uniform Straight Bill of Lading, including those on the back thereof, and the said terms and conditions are hereby agreed to by the shipper and accepted for him/herself and his/her assigns.				The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. _____ Shipper Signature		
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. _____		CONSIGNEE SIGNATURE / DATE _____		Freight Counted: <input type="checkbox"/> By Shipper <input type="checkbox"/> By Driver /pallets said to contain <input type="checkbox"/> By Driver /Pieces		
				CARRIER SIGNATURE / PICKUP DATE Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the DOT emergency response guidebook or equivalent documentation in the vehicle. Property described above is received in good order, except as noted. _____		

Challenge Manufacturing
Company (Plant 3)

Challenge Mfg. Company Plt 3
3200 Fruitridge, NW
Walker, MI 49534
USA

Packing List/Shipper

Ship From
Challenge Mfg. Company, LLC
3200 Fruit Ridge Ave. N.W.
Plant 3
Duns: 101908965
Walker, MI 49544
USA

Packing List No

80617



Ship To
Rivian
301 West Kerrick Rd
Normal, IL 61761
USA

Ship Date: 12/8/2023
Shipper No/SID: 80617
Carrier: PRIORITY EXPRESS
Trailer Number: 03263
Ship Tracking N0(3PL): SH0229370
Freight Terms: C.O.D
FOB:
Invoice Number: 3-0075222

Bill To
Rivian
275 Center St
Greenfield, IN 46140
USA

Order Details	Description of Goods	Container Details	Shipped Quantity	Net Weight	Gross Weight
PO: 5500006107 Releases: 2023120810111144552163	Customer Part No: PT00046618-F Part Name: 500-MBR ASSY-REAR BOX FLOOR FRT	5 Rivian 87.5x46x10	140 pcs	1,092 lbs (495 kg)	1,467 lbs (665 kg)
PO: 5500006111 Releases: 2023120810111144552163	Customer Part No: PT00050541-F Part Name: 500-LHD-EXT CAB FLOOR-ASSY	4 Rivian 87.5x46x10	240 pcs	1,104 lbs (501 kg)	1,404 lbs (637 kg)
PO: 5500006113 Releases: 2023120810111144552163	Customer Part No: PT00050639-F Part Name: XMBR BOX FLOOR MID SLD DR ASSY	10 Rivian 87.5x46x10	400 pcs	2,800 lbs (1,270 kg)	3,550 lbs (1,610 kg)
PO: 5500006116 Releases: 2023120810111144552163	Customer Part No: PT00054649-B Part Name: CROSS MEMBER CAB FLOOR FRONT-REAR	6 Rivian 68.25x46.625x15. 25	192 pcs	2,417 lbs (1,096 kg)	2,717 lbs (1,233 kg)
PO: 5500006117 Releases: 2023120810111144552163	Customer Part No: PT00054650-C Part Name: 500-X-MBR-CAB FLOOR-MAIN-FRT-MID-ASSY	5 Rivian 68.25x46.625x15. 25	175 pcs	2,045 lbs (927 kg)	2,295 lbs (1,041 kg)
Totals:		Containers 30	Quantity 1,147 pcs	Net Weight 9,458 lbs (4,290 kg)	Gross Weight 11,433 lbs (5,186 kg)

SH0229370

SH0229370

Shipper Signature

Plex 12/8/2023 6:59 PM / 338034

12/8/2023
Ship Date

Driver Signature

Truck

1 of 1



Pro : SH0229370

Kerrick Warehouse
RECEIVEDName: 75

Arrived 1/8 @ 2308

Date : 08 Dec 2023		BILL OF LADING				
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SHIP TO Name: RIVIAN AUTOMOTIVE LLC Address1: 301 WEST KERRICK RD Address2: City/State/Zip: NORMAL, IL, 61761 CID#: 3100-NR03 Contact: RIVIAN AUTOMOTIVE LLC LOGISTICS Phone: 5555555555		Carrier Name: PRIORITY Trailer Number: Seal Number(s): SCAC: PYLN PRO Number: SH0229370 Services: Equipment: 53FT_TRUCK				
THIRD PARTY FREIGHT CHARGES BILL TO Name: RIVIAN AUTOMOTIVE LLC Address: 13250 N HAGGERTY RD City/State/Zip: PLYMOUTH, MI 48170		Freight Charge Terms: (freight charges are prepaid unless marked otherwise) Prepaid <input type="checkbox"/> Collect <input checked="" type="checkbox"/> 3rd Party <input type="checkbox"/>				
Special Instructions: shipping hours 6am to 10pm Photos are prohibited on premises of all Rivian facilities unless requested by Rivian. Photos for personal or carrier company use are prohibited for all Rivian loads in all instances. Failure to comply will result in immediate removal of the carrier in violation of this rule.		<input checked="" type="checkbox"/> Master Bill of Lading: with attached Underlying Bills of Lading (Check box)				
CUSTOMER ORDER INFORMATION						
PART NUMBER	COMMODITY DESCRIPTION	QUANTITY	WEIGHT	PALLET/SLIP (Circle One)	ADDITIONAL SHIPPER INFO	
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PT00050639-F	500 XMBR BOX FLOOR MID SLD DR ASSY	400	LB	Y N		
PT00046618-F	RPV-500-MBR ASSY- REAR BOX FLOOR FRT	140	LB	Y N		
PT00054649-B	RPV-500-X-MBR-CAB FLOOR-MAIN-FRT-RR-ASSY	192	LB	Y N		
PT00050541-F	RPV-500-LHD-EXT CAB FLOOR-ASSY	240	LB	Y N		
GRAND TOTAL		1147	0.000 LB			
CARRIER INFORMATION						
QTY	PACKAGE	TYPE	WEIGHT	H.M(X)	COMMODITY DESCRIPTION	LTL ONLY
					Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Section 2(e) of NMFC Item 360	NMFC# CLASS
5		OTHER	2295 LB			85.0
10		OTHER	3550 LB			85.0
5		OTHER	1465 LB			85.0
7		OTHER	3171 LB			85.0
4		OTHER	1404 LB			85.0
31			11885 LB		Grand Total	
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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. The shipper hereby certifies that he/she is familiar with all the terms and conditions of the NMFC Uniform Straight Bill of Lading, including those on the back thereof, and the said terms and conditions are hereby agreed to by the shipper and accepted for him/herself and his/her assigns.				The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. _____ Shipper Signature		
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.		CONSIGNEE SIGNATURE / DATE _____		Freight Counted: <input checked="" type="checkbox"/> By Shipper <input type="checkbox"/> By Driver /pallets said to contain <input type="checkbox"/> By Driver /Pieces		CARRIER SIGNATURE / PICKUP DATE Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the DOT emergency response guidebook or equivalent documentation in the vehicle. Property described above is received in good order, except as noted. _____