Royal 3inc.

## **Bill to:** FREE WILL TRANSPORTATION SOLUTIONS

Invoice Date: 12/16/2023 Invoice #: #10919 Terms: NET 30 Due Date: 01/16/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
12/15/2023		1105 Whitewater Falls Road, Salem, SC 29686 - 98 Glendale Milford Road, Cincinnati, OH 45215			
			1	\$850.00	\$850.00
			1	\$87.00	\$87.00

TOTAL	
\$937.00	

PLEASE NOTE

Tel: 844-899-8092

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> 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

## LOAD NO: #10919

Page 1 of 4



Free Will Transportation Solutions LLC 1325 Millersport Highway Suite 209 Buffalo, NY 14221 Please have driver call for dispatch. Phone: (716) 755-2500 Confirmation must be signed and returned before driver can be dispatched. Fax: (716) 321-5916 MC # 1227955 After-hours phone #: (904) 657-1887

Carrier:         Royal3 Inc         Phone:         (630) 485-73         Fax:         (630) 485-6980         Fax:         Contact:         Fax:         (630) 485-6980         Fax:         Contact:         Fax:         Contact:<	70	MC # <b>MC944686</b> DOT # <b>2828543</b>
LOAD CONFIRMATION	NAND PAYMENT AGREEMENT PLEASE S	SIGN & RETURN ASAP
MILES: 430 SIZE: 53' WEIGHT: 43,290 lbs TRAILER FREIGHT CLASS: TEMPER. EQUIPMENT: Van	#: 244731	Flat Rate: <u>\$850.00</u> Total: <b>\$850.00</b>
Initial Pickup		
CG Roxane <u>1105 Whitewater Falls Road</u> <u>Salem, SC 29686</u>	Date: Fri, 12/15/2023 Time: 07:00-17:00 Pickup #: 114128	Product: Water PO #: 32502 Weight: 43,290 lbs Quantity: 816 Type: Cases
Driver must get out of Truck and get up on lo Carrier is responsible for count, condition, a Carrier is responsible for verifying product is What is loaded must match product listed on Trailer must be sealed and matching Seal#	s loaded and secured properly n BOL must be listed on BOL by of BOL immediately once loaded before lea t to leave under any circumstances and needs is mandatory	
Final Destination		
Kroger DC <u>98 Glendale Milford Road</u> <u>Cincinnati, OH 45215</u>	Date: Sat, 12/16/2023 Time: 04:00 AM ✓ <b>Appt</b> Delivery #:	Product: Water PO #: 32502 Weight: 43,290 lbs Quantity: 816 Type: Cases BOL #:
immediately call Will at 716-755-2500	epancies or issues, Carrier is not to leave und ven to Driver from beginning to end of shipme charge-backs or claim with Customer	-

**Note** This confirmation serves as a legally binding Agreement between Licensed Property Broker, Free Will Transportation Solutions LLC MC# 1227955, DOT# 3608060 (herein referred to as "BROKER") and the Motor Carrier assigned to the Shipment this Confirmation pertains to (herein referred to as "CARRIER").

By agreeing to provide Transportation Service(s) for (accepting, signing Confirmation for, and/or picking up) the Shipment this Confirmation pertains to, CARRIER warrants that it agrees to all Terms and Conditions associated herein.

CARRIER must provide an invoice to BROKER for the Shipment this Confirmation pertains to within 28 days or less from the delivery date as stated within delivery stamp or signature on Bill of Lading/Proof of Delivery paperwork and/or on the Confirmation this Shipment pertains to. Failure to meet said 28 or less day deadline will result in a reduction of 5% of the originally agreed upon rate being applied to CARRIER's invoice once received and paid on.

BROKER warrants that CARRIER may Call, Text, E-Mail, or Instant Message BROKER any time 24/7/365 with any issues, questions, comments, concerns, or urgent matters in relation to the Shipment this Confirmation pertains to.

CARRIER warrants that any Driver(s) utilized on the Shipment this Confirmation pertains to will have adequate available Hours of Service in accordance with being able to successfully complete transport of the Shipment this Confirmation pertains to within the Time-Frame stated in writing by BROKER to CARRIER.

CARRIER warrants that it understands that the Shipment this Confirmation pertains to requires exclusive use of CARRIER's Trailer. CARRIER warrants that no additional Freight will already be in CARRIER's Trailer upon arrival at Shipper to pick up the Shipment this Confirmation pertains to and that no additional Freight will be added into CARRIER's Trailer at any time during the entire duration of the Shipment this Confirmation pertains to. CARRIER warrants that it understands that failure to comply with providing BROKER exclusive use of CARRIER's Trailer on the Shipment this Confirmation pertains to will result in BROKER paying CARRIER's Invoice in a reduced amount at BROKER and/or Customer discretion.

CARRIER warrants that it understands that compliance with TruckerTools Tracking is mandatory for the Shipment this Confirmation pertains to. CARRIER warrants that it understands that Driver(s) must accept TruckerTools Tracking before checking in at Shipper to pick up the Shipment this Confirmation pertains to and remain on TruckerTools Tracking with Location Services on Driver(s) Cell Phone(s) or ELD set to "Always On" throughout the entire duration of the Shipment this Confirmation pertains to. CARRIER warrants that it understands that failure to comply with TruckerTools Tracking and the above Terms and Conditions associated with the acceptance and/or use of TruckerTools Tracking in any way, shape, or form will result in a 10% reduction of originally agreed upon Rate between BROKER and CARRIER.

CARRIER warrants that it understands that late Pickup, late Delivery, any Service Failure, any

## Free Will Transportation Solutions LLC

## LOAD NO: #10919

Negligence, or anything that can be deemed as "avoidable" at responsibility of CARRIER or any of its Personnel on the Shipment this Confirmation pertains to that causes BROKER to be financially penalized by Customer will result in said Financial Penalty being deducted from originally agreed upon Rate between BROKER and CARRIER. If a specific Date, Time, and/or Appointment is required by any Individual or Entity with interest to the Transportation Service(s) arranged by BROKER and provided by CARRIER for the Shipment this Confirmation pertains to and has not already been established by BROKER, it is the 100% responsibility of CARRIER to, in writing, schedule Date, Time, and/or Appointment with BROKER with no less than 24 hours of Advanced Notice from Requested Date, Time and/or Appointment. CARRIER warrants that it understands that if any kind of financial-related and/or time-related loss is incurred by CARRIER due to CARRIER not, in writing, scheduling a Date, Time, and/or Appointment with BROKER or missing and/or being late for a Scheduled Date, Time, and/or Appointment with UL Legitimate Reason(s) and/or Supporting Proof, BROKER is not liable or responsible in any way, shape or form.

CARRIER warrants that it understands that any Accessorial Charges in relation to the Shipment this Confirmation pertains to will not be reimbursed and/or paid to CARRIER by BROKER until unaltered, legitimate Supporting Documentation and/or Proof are submitted to BROKER by CARRIER and charges are approved by Customer. BROKER warrants that Accessorial Charges include Detention, Layover, Truck Ordered Not Used and Detention of Trailer(s). BROKER warrants that Rates for Accessorial Charges are as follows, Detention: \$25.00-\$50.00 per Hour (Dependent on Customer and/or Location Policy & not to exceed \$250.00) starting after 2 Hours from CARRIER's arrival at Shipper(s) and/or Consignee(s) pending CARRIER's arrival is within Loading and/or Unloading Hours as stated by BROKER and/or on-time for Appointment Time as Scheduled and/or agreed to by CARRIER, Layover: \$150.00-\$250.00 per 24 Hour Time-Period (Dependent on Customer and/or Location Policy & not to exceed \$250.00 per 24 Hour Time-Period) starting after 12 Hours from CARRIER's arrival at Shipper(s) and/or Consignee(s) pending CARRIER's arrival is within Loading and/or Unloading Hours as stated by BROKER and/or on-time for Appointment Time as Scheduled and/or agreed to by CARRIER, Truck Ordered Not Used: \$150.00 only if CARRIER has traveled 99 or more Miles enroute to Shipper Address disclosed in writing by BROKER to CARRIER or CARRIER is already on-site at Shipper when the Cancellation of the Shipment this Confirmation pertains to occurs, Detention of Trailer(s): \$100.00-\$200.00 per 24 Hour Time-Period (Dependent on Customer and/or Location Policy & not to exceed \$200.00 per 24 Hour Time-Period) starting after Drop Time Amount disclosed in writing by BROKER to CARRIER is exceeded pending CARRIER's Drop of Trailer to Shipper(s) and/or Consignee(s) is within Drop-Trailer Hours as stated by BROKER and/or on-time for Appointment Time as Scheduled and/or agreed to by CARRIER.

CARRIER warrants that it agrees that if Loading or Unloading of the Shipment this Confirmation pertains to requires any kind of Paid Service, CARRIER will pay for the Service via Approved Payment Methods and provide a legitimate and unaltered Payment Receipt for the Service(s) rendered by said Paid Service to BROKER for reimbursement of the Full Amount to be provided via a revised Rate Confirmation.

CARRIER warrants that it agrees to provide BROKER legible, full-page copies, signed by Shipper(s), Consignee(s) and Driver(s), that list CARRIER as the Delivering Party, of all pages of any Bill of Lading(s), Proof of Delivery Paperwork and/or other Supporting Documents associated with the

Shipment this Confirmation pertains to immediately upon completion of Unloading or before 23:59EST (11:59PM EST) on the Date of Delivery. Approved Methods of providing the above listed Documentation include CARRIER Picture-Messaging said items via Cell Phone to BROKER Cell Phone, CARRIER Electronically Mailing (E-Mailing) said items to BROKER Email Address from which they received the Rate Confirmation, or CARRIER uploading said items into BROKER's TruckerTools Portal before ending Load Track. CARRIER warrants that it understands that failure to comply with this Provision in any way, shape or form will result in a 10% Reduction of originally agreed upon Rate between BROKER and CARRIER.

CARRIER warrants that it understands that Double-Brokering, Co-Brokering, Sub-Contracting, outsourcing Capacity for, Dispatching a Carrier on or arranging in any way, shape or form for the Shipment this Confirmation pertains to, to be Transported by any Individual or Asset that is not directly affiliated with CARRIER's MC# and DOT# as stated in executed Broker-Carrier Agreement between BROKER and CARRIER is strictly forbidden. If CARRIER breaches this Provision in any way, shape or form, BROKER shall have the right of paying the Monies it owes CARRIER for the Shipment this Confirmation pertains to directly to the Delivering Carrier, in lieu of Payment to CARRIER, and BROKER shall thereby be released from any further Obligation to pay CARRIER. Upon BROKER's Payment to Delivering Carrier, CARRIER shall not be released from any Liability to BROKER for the Shipment this Confirmation pertains to.

CARRIER warrants that it understands that providing Transportation Service(s) to BROKER via alternate Means or Methods not permitted or authorized by Shipper and/or Customer on the Shipment this Confirmation pertains to is strictly forbidden. BROKER and/or Customer reserve the right to reduce originally agreed upon Rate between BROKER and CARRIER in accordance with what actual Cost would have been or pay the actual Service Provider directly if CARRIER breaches this Provision in any way, shape or form.

BROKER warrants that there are NO exceptions to the above Terms and Conditions unless Written, Branded, Titled, Dated, Signed Consent is provided by BROKER to CARRIER.

BROKER SIGNATURE:	Will Cloutier,	Free Will	Transportation	Solutions LLC	CARRIER SIGNATURE

WJC@FWTSLLC.com www.FWTSLLC.com Please send bills to: Free Will Transportation Solutions LLC 1325 Millersport Highway Suite 209 Buffalo, NY 14221 wjc@fwtsllc.com Please send all Invoices via email to WJC@FWTSLLC.com

12/15/2023 09:48 AM

(FREIGHTLINER)

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