Royal 3inc.

Bill to: BBI LOGISTICS 4449 EASTON WAY, Columbus, OH, 43216 Invoice Date: 12/22/2023 Invoice #: 212904 Terms: NET 30 Due Date: 01/22/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
12/20/2023		Kapkowski Rd, Elizabeth, NJ 07201, USA - 1580 S 48th St, Grand Forks, ND 58201, USA			
			1	\$2,400.00	\$2,400.00

TOTAL	
\$2,400.00	

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



PO BOX 970 COLUMBUS, OH 43216 Phone: 800-809-2172

Broker Info

Bryan Almonte Phone: 800-809-2172 Ext: 436 Email: balmonte@bbilogistics.com

BBI Carrier Confirmation

<mark>LOAD#</mark> 212904

Date: 12/20/2023 Equipment: Van Length: 53' Temperature: Weight: 2,209 Commodity: Dry Goods (General) Pallets/Cases: 14

Carrier Information

ZIGI FREIGHT INC dba ROYAL3 INC	MC Number: 00944686	Driver: javier
6850 W 63RD STREET	Dispatch: Samm	Phone: (512) 956-3535
CHICAGO, IL 60638	Phone: (630) 566-1317	
(630) 485-7370	Email: samm@royal3inc.com	
**Special Instructions: DRIVER MUST PRIN	T BOLS / DELIVERY ORDERS PRIOF	R TO PICK UP, UNLESS OTHERWISE
INSTRUCTED. WE NEED SIGNATURE ON	ALL DELIVERY ORDER PAGES WE	SENT TO VALIDATE AS PROOF OF
DELIVERY. NO EXCEPTIONS. POD IS RE	QUIRED WITHIN 24 HOURS AFTER I	DELIVERY. FAILURE TO DO SO WILL RESULT
IN RATE REDUCTION.		

Pickups

Order	Date/Time	Location Details	Pickup Information
1	12/20/2023 - 7:00 AM- 3:00 PM	International Cargo Terminals / (201) 433- 3200 699 Kapkowski Rd Elizabeth, NJ 07201	PICK UP# 242645-03 PICK UP # 242645-07 PICK UP# 242645-06 PICK UP# 242645-01 PICK UP# 242645-04 PICK UP# 242645-05 PICK UP# 242645-08
	•	PO#s :	

Drops

Order	Date/Time	Location Details	Delivery Information
		LM Wind Power - 1580 - / (701) 780-9910	
1	12/22/2023 - 7:00 AM- 4:00 PM	1580 S 48th St	
		Grand Forks, ND 58201	
		PO#s :	

Pay Items				
Description	Notes	Quantity	Rate	Amount
Flat Rate	-	1	\$2,400.00	\$2,400.00
Total				\$2,400.00

Please send all POD's and Invoices to Invoices@bbilogistics.com to process payment

All unloading receipts must be submitted with the carrier's original invoice in order to be reimbursed.

Driver Name

Driver Cell Phone #

Print Name

Signature

Date



DELIVERY ORDER

2 0.10	•	_0_0				DEEI	VEIX				
			SHI	P FROM				Master Load Number: <u>OIA0000</u>	06845		
Name: IC				_				CW1 Shipment Number(s):			
	699 KAPI							\$01737531,\$01737642,\$01737618,\$01736932,	S01737534,S017	737536,8	
	e/Zip: ELIZ					FIRMS: E		1738154			
							0 12-20-	CARRIER NAME: ROYAL3 INC Quote Number:			
	00 12-20-2	2023 07	:00 12-20	-2023 07:0	0 12-20-20	023 07:00		SCAC:			
lotes:								Pro Number: <u>212904</u>			
			SI	IIP TO							
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ddress:	1580 S 4	BTH ST						PRO STICKER HE	EKE		
city/State	e/Zip: GRA	AND FO	RKS, ND	58201							
Delivery l	Date:										
lotes: DI	ELIVERY	MUST E	3E ON 12	/22				Additional Services:			
	THIF		TY FREI	GHT CHAR	GES BILL	L TO:					
lame: O	IA Global	- MIA						Special Instructions:			
ddress:	11250 NV	V 25th S	St, Suite	24				PICK UP# 242645-03			
City/State	e/Zip: Miaı	ni, FL 3	3172					PICK UP # 242645-07			
reight C	harge Ter	ms: (fre	ight char	ges Third P	arty unles	s marked)		PICK UP# 242645-06			
Prepaid_	(Collect_		3rd Part	/			PICK UP# 242645-01			
								PICK UP# 242645-04 PICK UP# 242645-05			
								PICK UP# 242645-08			
						CUSTOME		ER INFORMATION			
				WEIGHT		o o o i o i i c			Booking/	Booking/Pickup	
HBL	MB	L #	≠ HUs	(LBS)			0	rder Reference Number(s)	Num		
S017375	31 SA0099	6075	1	191.80 Lb		CN	IT:ACLU9	684876 NYC540388;0040-122715-1 IT:	122715-1 IT: S0173753		
S0173764	42 SA0099	6075	1	79.37 Lb		CN	IT:ACLU9	684876 0040-122711-1;NYC540392 IT:	S01737642 /		
S017376 [,]	18 SA0099	6075	1	44.09 Lb		CN	T:ACLU9	684876 0040-122712-1;NYC540391 IT:	S0173761		
	32 SA0099		8	1503.55 Lb		С	NT:ACLL	J9684876 NYC540386;PLSO81179 IT:		S01736932 /	
	34 SA0099		1	79.37 Lb				U9684876 0040-122714-1;NYC540389 IT: S01737534			
	36 SA0099 54 SA0099		1	79.37 Lb		CNT:ACLU9684876 0040-122713-1;NYC540390 IT: CNT:ACLU9684876 MCC;NYC540387;80 IT:				S01737536 / S01738154 /	
			1 14	<u>231.49 Lb</u> 2209.04 Lb			CNT:ACI	LU9684876 MCC;NYC540387;8011:	501738	154/	
GRAI	ND TOTA		14	2209.04 LD		CAR		FORMATION			
						H.M.	RIER IN				
HANDLI	NG UNIT	P	IECE	WEIGH	IT (LBS)	(X)		COMMODITY DESCRIPTION	LTL ONL	.Y	
QTY	TYPE	QTY	TYPE			C		equiring special or additional care or attention in handling or stowing must be ked and packaged as to ensure safe transportation with ordinary care. See Section 2(e) of NMFC Item 360	NMFC#	CLAS	
8	PCE	8	PCE	1503	.55 Lb		Com	modity: FOAM GOODS / NO-STACKABLE,		250	
1	PCE	1	PCE	231.	49 Lb			Commodity: 80cm MCC machine,		125	
1	PCE	1	PCE	191.	80 Lb		Co	mmodity: Multi anchor block Dual HLPS,		60	
1	PCE	1	PCE	44.()9 Lb		Co	mmodity: Multi anchor block Dual HLPS,		70	
1	PCE	1	PCE	79.:	37 Lb			mmodity: Multi anchor block Dual HLPS,		60	
1	PCE	1	PCE	79.3	37 Lb			mmodity: Multi anchor block Dual HLPS,		60	
1	PCE	1	PCE		37 Lb			mmodity: Multi anchor block Dual HLPS,		85	
14		14).04 lb			GRAND TOTAL			
	abilitv Lir		for loss			hipment m	nav be a	pplicable. See 49 U.S.C 14706(c)(1)(A) and (E	3).		
						een agreed up		The carrier shall not make delivery of this shipment without payme			
•						classifications		and all other lawful charges.	s or noight		
				ind are availab	le to the shipp	per, on request	, and		Shipper Signat	ure	
лан арриса	able state and		guiauons.					I			

SHIPPER SIGNATURE / DATE	CONSIGNEE SIGNATURE	CARRIER SIGNATURE / PICKUP 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.		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.

OIA Global Inc Terms and Conditions: https://www.oiaglobal.com/images/documents/OIA_terms_and_conditions_of_service_Nov.pdf

OIA Global Inc. TERMS AND CONDITIONS OF SERVICE All services performed by the legal entity named on the front of this document (hereinafter called the "Forwarder") for the Customer, which term shall include the person or entity for which services are performed, its agents and/or representatives, including, but not limited to, shippers, exporters, importers, senders, receivers, owners, consignors, consignees, carriers, secured parties, warehousemen, insurers and underwriters, transferors or transferee of shipments, will be handled by the Company on the following terms and conditions; 1. In tendering this shipment, the shipper agrees to these Conditions of Contract of Carriage, which no agent or employee of the parties may alter, and that this shipping document is non-negotiable and has been prepared by the shipper. The shipper certifies and represents to Forwarder that the information inserted on the face of this shipping document is complete and accurate. NOTE: "Shipper" on this contract means the party from whom the shipment is received, the party who requested the shipment be transported by Forwarder, and party having an interest in the shipment, and any party who acts as an agent for any of the above. Except to the extent of any written contract between shipper and Forwarder, this shipping document supersedes and negates any claimed, alleged or asserted oral or written contract, promise, representation or understanding between the parties with respect to this shipment. 2. In the event that shipment is tendered to Forwarder on a straight bill of lading or any other shipping document, Forwarder's rules and regulations will supersede any rules and regulations contained on the shipping document on which the freight was tendered. 3. Shipper warrants that each package in this shipment is properly and completely described on this shipping document, is properly marked and addressed, is packaged adequately to protect the enclosed goods to insure safe transportation with ordinary care in handling, and except as noted, is in good order and condition. For articles shipped in unenclosed containers, Forwarder shall not be liable for damage/loss unless mishandling and/or loss is evident and is so noted on the delivery receipt at time of delivery. NOTE: A shipment in which delivery is made in exchange for a clear delivery receipt shall be prima facie evidence of having received ordinary care in handling. 4. At time of delivery, the consignee must note on the delivery receipt any exceptions to the shipping containers that would indicate a discrepancy (shortage in the shipment or damage to the containers). The consignee may not inspect the contents of the shipping containers until the consignee signs for the shipment on the delivery receipt. NOTE: Such notations as "subject to inspection" and "subject to recount" are not exceptions. NOTE: A shipment in which delivery is made in exchange for a clear delivery receipt shall be prima facie evidence of having received ordinary care in handling. NOTE: Under no circumstances shall Forwarder be liable for loss and/or damage to external shipping containers of any kind. 5. Forwarder shall not be liable in any event for any special, incidental or consequential damages, including but not limited to loss of profits, income, interest, utility or loss of market, whether or not Forwarder had knowledge that such damages might be incurred. 6. Due to the inherent nature of the transportation business, Forwarder does not guarantee pick up, transportation or delivery by a stipulated date or a stipulated time, nor shall Forwarder be liable for the consequences of failure to do so. 7. Overcharge claims must be received in writing by Forwarder within one year after date of acceptance of the shipment by Forwarder. Written notification on all other claims (except concealed loss/damage claims) must be received in writing by Forwarder within 30 days after Forwarder accepted the shipment. Notification of concealed loss/damage claims (i.e., claims for loss or damage discovered by the consignee after delivery and after a clear receipt has been given) must be received in writing by Forwarder within 10 days after delivery, or if perishables, verbally within 48 hours. For damage claims and concealed loss claims, Forwarder must be allowed the privilege to make inspection of the shipment and the container(s) and packaging material(s) at place of delivery. Claims must be perfected within 270 days after delivery or date delivery was intended. No claims will be entertained until all transportation charges have been paid. Claims may not be deducted from transportation charges and no claims may be deducted from any charges owed Forwarder. Legal action to enforce a claim must be brought within one year after the claim has been denied in writing by Forwarder, in whole or in part 8. Forwarder's liability, in the absence of a higher declared value for carriage, is limited to a minimum of \$50.00 per shipment or \$0.50 per pound, per piece, of cargo lost, damaged, misdelivered or otherwise adversely affected, whichever amount is greater, but in no event shall amount exceed the actual invoice value of the goods. Declared values for carriage in excess of \$0.50 per pound, per piece, shall be subject to an excess valuation charge. 9. Unless each piece of the shipment has a declared value stated and is specifically identified on the Forwarder's shipping document at the time of the shipment and is so identified on the delivery receipt as being lost, damaged, destroyed, or otherwise affected at time of delivery, Forwarder shall be for the "average declared value" of the shipment. The "average declared value" of the shipment shall be determined by first dividing the total declared value of the shipment by the total weight of the shipment. This figure, multiplied by the packaged weight of the piece(s) adversely affected, shall then establish the amount of Forwarder's liability. The total declared value amount must be inserted in the DECLARED VALUE box on the face of this shipping document. Forwarder's liability shall in no event exceed the actual invoice value of the goods adversely affected. 10. In the event of the failure or inability of the consignee to take delivery of the shipment, Forwarder will notify shipper in writing at the address shown on the shipping document and request disposition instructions. If the shipper fails to provide disposition instructions within 30 days after the date of Forwarder's notice, Forwarder will return shipment to the shipper at the shipper's expense. If the shipper fails to accept delivery of a shipment thus returned, Forwarder may, upon 30 days written notice to the shipper, dispose of the shipment at public or private sale and pay itself out of the proceeds to satisfy the transportation charges owing on the shipment. Any sums collected by Forwarder in excess of such transportation charges will be paid to the shipper. No sale or disposal pursuant to this rule will discharge any liability or lien to any greater extent than the proceeds thereof. The shipper and the consignee shall remain liable, jointly and severally, for any deficiency. 11. Forwarder shall not be liable for loss, damage, delay or monetary loss of any type caused by: Acts of God; public authorities acting with actual or apparent authority; strikes; labor disputes; weather; mechanical failures; aircraft failures; civil commotions; acts or omissions of customs or quarantine officials; the nature of the freight or any defects thereof; public enemies; hazards incident to a state of war; acts of terrorism; and by acts, defaults or omissions of the shipper or consignee for failure to observe the terms and conditions of the contract of carriage contained in this shipping document, including but not limited to improper packaging, marking, incomplete/inaccurate shipping instructions and the rules relating to freight not acceptable for transportation of freight acceptable only under certain conditions outlined below. 12. Unless otherwise expressly provided for, the following articles will not be accepted for carriage: any shipment prohibited by law; original works of art, antiques, bonds, coins of any kind, currency, currency equivalents, furs, fur clothing, gems or stones (cut or uncut), industrial diamonds, gold or silver, coined concentrates, jewelry (other than costume jewelry), pearls, precious metals, securities (negotiable), time sensitive written material (e.g., bids, contract proposals, etc.), when the declared value exceeds \$0.50 per pound; household goods and/or personal effects; one-of-a-kind articles or models, prototypes, valuable rugs (i.e., Oriental rugs, Persian rugs) and prints or lithographs when the total declared value of the shipment exceeds \$500.00 or when the declared value exceeds \$0.50 per pound, per piece; and such other articles provided in Forwarder's governing tariffs and/or service guide. Forwarder shall not be liable for any loss, damage, delay, liabilities or penalties resulting from the transportation of any of the foregoing articles, however described or misdescribed in this shipping document, and no employee or agent of Forwarder has any authority to accept for transportation such articles or to waive the limitations herein contained, 13, Forwarder's liability for aggregate losses at any one time at any one place is limited to \$1,000,000.0. For shipments having declared values over \$100,000,00. Forwarder must be given advance notice prior to pick up. 14. Rates and charges for this shipment will be based on actual or dimensional weight, whichever is greater. 15. If this is an International shipment, a) all rules relating to liability as established by the Warsaw Convention or Montreal Convention shall apply, b) except as otherwise provided in Forwarder's conditions of carriage, if not governed by the Warsaw Convention, the Warsaw Convention as amended by the Hague Rules, the Warsaw Convention as amended by Montreal Protocol 4, the Montreal Convention or any other international treaties, laws, other government statutes or regulations, orders or requirements, Forwarder's maximum liability for loss, damage, delay, shortage, misdelivery or non-delivery shall be 19 SDR's per kilogram of the lost or damaged portion of the shipment, or the actual value of the loss, whichever is less, unless a higher value for carriage is declared on the face hereof and an additional charge is paid for such declaration, c) Forwarder accepts this shipping document as a shipper's letter of instructions with authorization to prepare and sign on shipper's behalf an international shipping document, and d) Forwarder reserves the option to act as agent of the carrier, instead of as a forwarder, in which event the direct carrier's tariffs shall apply to this shipment and e) the shipper may select by inserting on the face of this shipping document cargo coverage based on insurance and/or declared value for carriage. 16. Unless inserted otherwise on the face of this shipping document, the C.O.D, amount of the shipment shall be deemed to be the declared value for carriage amount. This declared value for carriage amount in excess of \$0.50 per pound, per piece, shall be subject to an excess valuation charge. 17. Collect on Delivery (C.O.D.) service is provided under the following conditions: a) shipper must identify the shipment as a C.O.D. shipment by entering the amount to be collected in the "Shipper's C.O.D. Box" on the front of this shipping document, b) shipper must specify the type of payment to be received (e.g. cash, check, money order or cashier's check) in the "Special Services Box" on the front of this shipping document and c) Forwarder and shipper agree that Forwarder does not guarantee nor verify that a check, money order, cashier's check or other such financial instrument is valid or negotiable. All payments are collected at shipper's risk. 18. Unless prior arrangements are made, the acceptance of cash by Forwarder and its agents for payment of freight charges and/or C.O.D. amounts is limited to a maximum of \$2,000.00 per shipment and/or stop. Payment of freight charges and/or C.O.D. amounts in excess of \$2,000.00 must be remitted by cashier's check, certified check, money order, or consignee's check as authorized by the shipper in writing. 19. Forwarder shall have the right to a) substitute alternate carriers or other means of transportation and b) select the routing or deviate from that shown on the face hereof. 20. This shipment is subject to inspection by Forwarder; however, Forwarder is not obligated to perform such inspection. 21. The shipper and the consignee shall be liable jointly and severally for all unpaid charges payable on account of this shipment pursuant to this contract and to pay or indemnify Forwarder for claims, fines, penalties, damages, costs (storage, handling, reconsignment, return of freight to shipper, etc.) or other sums which may be incurred by Forwarder by reason of any violation of this contract or any other default of the shipper or consignee or their agents. Forwarder shall have a lien on any goods shipped for failure to pay charges payable on account of this shipment pursuant to this contract. Forwarder may refuse to surrender possession of the goods until such charges are paid. Should Forwarder bring legal action for the enforcement of this contract or collection of any sums due and payable under this contract, Forwarder shall be entitled to reasonable attorney fees and costs. 22. All invoices not paid within 30 days of invoice date will be subject to a charge of 1 1/2% per month. 23. Shipper and consignee shall hold Forwarder and its agents harmless for loss/damage/delay or any monetary losses which are a result of auxiliary services including but not limited to local cartage, crating, uncrating, packing, and unpacking which are requested by the shipper or consignee and arranged by Forwarder as a customer service unless such services are actually performed by Forwarder or its agents. Such limitation of liability shall extend to the selection by Forwarder of the providers of the auxiliary services. Auxiliary services are those which are performed prior or subsequent to transportation and which may be billed directly by the provider of the services or by Forwarder. Provider of auxiliary services are contractors for the shipper or consignee and are not agents for Forwarder. Local cartage is the movement of unpackaged/uncrated freight. NOTE: Under no circumstances will the liability of Forwarder for any monetary loss which is a result of any auxiliary services performed by Forwarder or its agents be greater that the liability contained in this contract. 24. Should Forwarder successfully defend itself or any legal actions brought by any party with an interest in this shipment, Forwarder shall be entitled to reasonable attorney fees and costs. NOTE: In lieu of legal actions, any disputed claim not greater than \$15,000.00 is to be settled through binding arbitration submitted to the Transportation Arbitration Board or the American Arbitration Association under its cargo claim arbitration program. An alternative arbitrator is to be selected by Forwarder if the claim is unacceptable for arbitration by both the above arbitrators. 25. Shipments are subject to security controls by carriers and, where appropriate, by government agencies. Copies of shipping documents will be retained until the shipment is delivered. 26. Insurance coverage is based on the Forwarder's open insurance policy in effect on the date of the shipment. Failure to properly complete the INSURANCE OPTION on the face of this shipping document shall void the coverage this option affords. Failure to insert at least the full invoice value of the shipment shall reduce any insurance payment proportionately by the applicable percentage that the shipment was so underinsured. There are exceptions and/or special insuring conditions to the insurance option. Contact Forwarder for details, as the cargo insurance policy is subject to limits, terms and conditions and shall be construed to be a contract directly between the shipper and the insurer.



DELIVERY ORDER

2 0.10	•	_0_0				DEEI	VEIX				
			SHI	P FROM				Master Load Number: <u>OIA0000</u>	06845		
Name: IC				_				CW1 Shipment Number(s):			
	699 KAPI							\$01737531,\$01737642,\$01737618,\$01736932,	S01737534,S017	737536,8	
	e/Zip: ELIZ					FIRMS: E		1738154			
							0 12-20-	CARRIER NAME: ROYAL3 INC Quote Number:			
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lotes:								Pro Number: <u>212904</u>			
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ddress:	1580 S 4	BTH ST						PRO STICKER HE	EKE		
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Delivery l	Date:										
lotes: DI	ELIVERY	MUST E	3E ON 12	/22				Additional Services:			
	THIF		TY FREI	GHT CHAR	GES BILL	L TO:					
lame: O	IA Global	- MIA						Special Instructions:			
ddress:	11250 NV	V 25th S	St, Suite	24				PICK UP# 242645-03			
City/State	e/Zip: Miaı	ni, FL 3	3172					PICK UP # 242645-07			
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				ind are availab	le to the shipp	per, on request	, and		Shipper Signat	ure	
лан арриса	able state and		guiauons.					I			

SHIPPER SIGNATURE / DATE	CONSIGNEE SIGNATURE	CARRIER SIGNATURE / PICKUP 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.		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.

OIA Global Inc Terms and Conditions: https://www.oiaglobal.com/images/documents/OIA_terms_and_conditions_of_service_Nov.pdf

OIA Global Inc. TERMS AND CONDITIONS OF SERVICE All services performed by the legal entity named on the front of this document (hereinafter called the "Forwarder") for the Customer, which term shall include the person or entity for which services are performed, its agents and/or representatives, including, but not limited to, shippers, exporters, importers, senders, receivers, owners, consignors, consignees, carriers, secured parties, warehousemen, insurers and underwriters, transferors or transferee of shipments, will be handled by the Company on the following terms and conditions; 1. In tendering this shipment, the shipper agrees to these Conditions of Contract of Carriage, which no agent or employee of the parties may alter, and that this shipping document is non-negotiable and has been prepared by the shipper. The shipper certifies and represents to Forwarder that the information inserted on the face of this shipping document is complete and accurate. NOTE: "Shipper" on this contract means the party from whom the shipment is received, the party who requested the shipment be transported by Forwarder, and party having an interest in the shipment, and any party who acts as an agent for any of the above. Except to the extent of any written contract between shipper and Forwarder, this shipping document supersedes and negates any claimed, alleged or asserted oral or written contract, promise, representation or understanding between the parties with respect to this shipment. 2. In the event that shipment is tendered to Forwarder on a straight bill of lading or any other shipping document, Forwarder's rules and regulations will supersede any rules and regulations contained on the shipping document on which the freight was tendered. 3. Shipper warrants that each package in this shipment is properly and completely described on this shipping document, is properly marked and addressed, is packaged adequately to protect the enclosed goods to insure safe transportation with ordinary care in handling, and except as noted, is in good order and condition. For articles shipped in unenclosed containers, Forwarder shall not be liable for damage/loss unless mishandling and/or loss is evident and is so noted on the delivery receipt at time of delivery. NOTE: A shipment in which delivery is made in exchange for a clear delivery receipt shall be prima facie evidence of having received ordinary care in handling. 4. At time of delivery, the consignee must note on the delivery receipt any exceptions to the shipping containers that would indicate a discrepancy (shortage in the shipment or damage to the containers). The consignee may not inspect the contents of the shipping containers until the consignee signs for the shipment on the delivery receipt. NOTE: Such notations as "subject to inspection" and "subject to recount" are not exceptions. NOTE: A shipment in which delivery is made in exchange for a clear delivery receipt shall be prima facie evidence of having received ordinary care in handling. NOTE: Under no circumstances shall Forwarder be liable for loss and/or damage to external shipping containers of any kind. 5. Forwarder shall not be liable in any event for any special, incidental or consequential damages, including but not limited to loss of profits, income, interest, utility or loss of market, whether or not Forwarder had knowledge that such damages might be incurred. 6. Due to the inherent nature of the transportation business, Forwarder does not guarantee pick up, transportation or delivery by a stipulated date or a stipulated time, nor shall Forwarder be liable for the consequences of failure to do so. 7. Overcharge claims must be received in writing by Forwarder within one year after date of acceptance of the shipment by Forwarder. Written notification on all other claims (except concealed loss/damage claims) must be received in writing by Forwarder within 30 days after Forwarder accepted the shipment. Notification of concealed loss/damage claims (i.e., claims for loss or damage discovered by the consignee after delivery and after a clear receipt has been given) must be received in writing by Forwarder within 10 days after delivery, or if perishables, verbally within 48 hours. For damage claims and concealed loss claims, Forwarder must be allowed the privilege to make inspection of the shipment and the container(s) and packaging material(s) at place of delivery. Claims must be perfected within 270 days after delivery or date delivery was intended. No claims will be entertained until all transportation charges have been paid. Claims may not be deducted from transportation charges and no claims may be deducted from any charges owed Forwarder. Legal action to enforce a claim must be brought within one year after the claim has been denied in writing by Forwarder, in whole or in part 8. Forwarder's liability, in the absence of a higher declared value for carriage, is limited to a minimum of \$50.00 per shipment or \$0.50 per pound, per piece, of cargo lost, damaged, misdelivered or otherwise adversely affected, whichever amount is greater, but in no event shall amount exceed the actual invoice value of the goods. Declared values for carriage in excess of \$0.50 per pound, per piece, shall be subject to an excess valuation charge. 9. Unless each piece of the shipment has a declared value stated and is specifically identified on the Forwarder's shipping document at the time of the shipment and is so identified on the delivery receipt as being lost, damaged, destroyed, or otherwise affected at time of delivery, Forwarder shall be for the "average declared value" of the shipment. The "average declared value" of the shipment shall be determined by first dividing the total declared value of the shipment by the total weight of the shipment. This figure, multiplied by the packaged weight of the piece(s) adversely affected, shall then establish the amount of Forwarder's liability. The total declared value amount must be inserted in the DECLARED VALUE box on the face of this shipping document. Forwarder's liability shall in no event exceed the actual invoice value of the goods adversely affected. 10. In the event of the failure or inability of the consignee to take delivery of the shipment, Forwarder will notify shipper in writing at the address shown on the shipping document and request disposition instructions. If the shipper fails to provide disposition instructions within 30 days after the date of Forwarder's notice, Forwarder will return shipment to the shipper at the shipper's expense. If the shipper fails to accept delivery of a shipment thus returned, Forwarder may, upon 30 days written notice to the shipper, dispose of the shipment at public or private sale and pay itself out of the proceeds to satisfy the transportation charges owing on the shipment. Any sums collected by Forwarder in excess of such transportation charges will be paid to the shipper. No sale or disposal pursuant to this rule will discharge any liability or lien to any greater extent than the proceeds thereof. The shipper and the consignee shall remain liable, jointly and severally, for any deficiency. 11. Forwarder shall not be liable for loss, damage, delay or monetary loss of any type caused by: Acts of God; public authorities acting with actual or apparent authority; strikes; labor disputes; weather; mechanical failures; aircraft failures; civil commotions; acts or omissions of customs or quarantine officials; the nature of the freight or any defects thereof; public enemies; hazards incident to a state of war; acts of terrorism; and by acts, defaults or omissions of the shipper or consignee for failure to observe the terms and conditions of the contract of carriage contained in this shipping document, including but not limited to improper packaging, marking, incomplete/inaccurate shipping instructions and the rules relating to freight not acceptable for transportation of freight acceptable only under certain conditions outlined below. 12. Unless otherwise expressly provided for, the following articles will not be accepted for carriage: any shipment prohibited by law; original works of art, antiques, bonds, coins of any kind, currency, currency equivalents, furs, fur clothing, gems or stones (cut or uncut), industrial diamonds, gold or silver, coined concentrates, jewelry (other than costume jewelry), pearls, precious metals, securities (negotiable), time sensitive written material (e.g., bids, contract proposals, etc.), when the declared value exceeds \$0.50 per pound; household goods and/or personal effects; one-of-a-kind articles or models, prototypes, valuable rugs (i.e., Oriental rugs, Persian rugs) and prints or lithographs when the total declared value of the shipment exceeds \$500.00 or when the declared value exceeds \$0.50 per pound, per piece; and such other articles provided in Forwarder's governing tariffs and/or service guide. Forwarder shall not be liable for any loss, damage, delay, liabilities or penalties resulting from the transportation of any of the foregoing articles, however described or misdescribed in this shipping document, and no employee or agent of Forwarder has any authority to accept for transportation such articles or to waive the limitations herein contained, 13, Forwarder's liability for aggregate losses at any one time at any one place is limited to \$1,000,000.0. For shipments having declared values over \$100,000,00. Forwarder must be given advance notice prior to pick up. 14. Rates and charges for this shipment will be based on actual or dimensional weight, whichever is greater. 15. If this is an International shipment, a) all rules relating to liability as established by the Warsaw Convention or Montreal Convention shall apply, b) except as otherwise provided in Forwarder's conditions of carriage, if not governed by the Warsaw Convention, the Warsaw Convention as amended by the Hague Rules, the Warsaw Convention as amended by Montreal Protocol 4, the Montreal Convention or any other international treaties, laws, other government statutes or regulations, orders or requirements, Forwarder's maximum liability for loss, damage, delay, shortage, misdelivery or non-delivery shall be 19 SDR's per kilogram of the lost or damaged portion of the shipment, or the actual value of the loss, whichever is less, unless a higher value for carriage is declared on the face hereof and an additional charge is paid for such declaration, c) Forwarder accepts this shipping document as a shipper's letter of instructions with authorization to prepare and sign on shipper's behalf an international shipping document, and d) Forwarder reserves the option to act as agent of the carrier, instead of as a forwarder, in which event the direct carrier's tariffs shall apply to this shipment and e) the shipper may select by inserting on the face of this shipping document cargo coverage based on insurance and/or declared value for carriage. 16. Unless inserted otherwise on the face of this shipping document, the C.O.D, amount of the shipment shall be deemed to be the declared value for carriage amount. This declared value for carriage amount in excess of \$0.50 per pound, per piece, shall be subject to an excess valuation charge. 17. Collect on Delivery (C.O.D.) service is provided under the following conditions: a) shipper must identify the shipment as a C.O.D. shipment by entering the amount to be collected in the "Shipper's C.O.D. Box" on the front of this shipping document, b) shipper must specify the type of payment to be received (e.g. cash, check, money order or cashier's check) in the "Special Services Box" on the front of this shipping document and c) Forwarder and shipper agree that Forwarder does not guarantee nor verify that a check, money order, cashier's check or other such financial instrument is valid or negotiable. All payments are collected at shipper's risk. 18. Unless prior arrangements are made, the acceptance of cash by Forwarder and its agents for payment of freight charges and/or C.O.D. amounts is limited to a maximum of \$2,000.00 per shipment and/or stop. Payment of freight charges and/or C.O.D. amounts in excess of \$2,000.00 must be remitted by cashier's check, certified check, money order, or consignee's check as authorized by the shipper in writing. 19. Forwarder shall have the right to a) substitute alternate carriers or other means of transportation and b) select the routing or deviate from that shown on the face hereof. 20. This shipment is subject to inspection by Forwarder; however, Forwarder is not obligated to perform such inspection. 21. The shipper and the consignee shall be liable jointly and severally for all unpaid charges payable on account of this shipment pursuant to this contract and to pay or indemnify Forwarder for claims, fines, penalties, damages, costs (storage, handling, reconsignment, return of freight to shipper, etc.) or other sums which may be incurred by Forwarder by reason of any violation of this contract or any other default of the shipper or consignee or their agents. Forwarder shall have a lien on any goods shipped for failure to pay charges payable on account of this shipment pursuant to this contract. Forwarder may refuse to surrender possession of the goods until such charges are paid. Should Forwarder bring legal action for the enforcement of this contract or collection of any sums due and payable under this contract, Forwarder shall be entitled to reasonable attorney fees and costs. 22. All invoices not paid within 30 days of invoice date will be subject to a charge of 1 1/2% per month. 23. Shipper and consignee shall hold Forwarder and its agents harmless for loss/damage/delay or any monetary losses which are a result of auxiliary services including but not limited to local cartage, crating, uncrating, packing, and unpacking which are requested by the shipper or consignee and arranged by Forwarder as a customer service unless such services are actually performed by Forwarder or its agents. Such limitation of liability shall extend to the selection by Forwarder of the providers of the auxiliary services. Auxiliary services are those which are performed prior or subsequent to transportation and which may be billed directly by the provider of the services or by Forwarder. Provider of auxiliary services are contractors for the shipper or consignee and are not agents for Forwarder. Local cartage is the movement of unpackaged/uncrated freight. NOTE: Under no circumstances will the liability of Forwarder for any monetary loss which is a result of any auxiliary services performed by Forwarder or its agents be greater that the liability contained in this contract. 24. Should Forwarder successfully defend itself or any legal actions brought by any party with an interest in this shipment, Forwarder shall be entitled to reasonable attorney fees and costs. NOTE: In lieu of legal actions, any disputed claim not greater than \$15,000.00 is to be settled through binding arbitration submitted to the Transportation Arbitration Board or the American Arbitration Association under its cargo claim arbitration program. An alternative arbitrator is to be selected by Forwarder if the claim is unacceptable for arbitration by both the above arbitrators. 25. Shipments are subject to security controls by carriers and, where appropriate, by government agencies. Copies of shipping documents will be retained until the shipment is delivered. 26. Insurance coverage is based on the Forwarder's open insurance policy in effect on the date of the shipment. Failure to properly complete the INSURANCE OPTION on the face of this shipping document shall void the coverage this option affords. Failure to insert at least the full invoice value of the shipment shall reduce any insurance payment proportionately by the applicable percentage that the shipment was so underinsured. There are exceptions and/or special insuring conditions to the insurance option. Contact Forwarder for details, as the cargo insurance policy is subject to limits, terms and conditions and shall be construed to be a contract directly between the shipper and the insurer.

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