

**Bill to:**

PEARCE WORLDWIDE LOGISTICS, INC.
5120 VIRGINIA WAY STE C 23,
Brentwood,
TN,
37024

Invoice Date: 01/10/2024

Invoice #: 0348873

Terms: NET 30

Due Date: 02/10/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
01/08/2024		416 NORTH MAIN STREET, MCPHERSON, KS 67460 - 2625 NORTH STOCKBRIDGE RD, WEBBERVILLE, MI 48892			
			1	\$2,000.00	\$2,000.00

TOTAL
\$1,900.00

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



*** Load Confirmation ***

0348873

Page 1

Your PWL contact:

(fax)

Carrier:	ROYAL3 INC CHICAGO IL 60638	Contact:	Mike Zivanovic
Date:	01/08/2024	Phone:	
		Fax:	

Order	Order: 0348873	Commodity:	All Purpose Flour
	Miles: 894.0	Weight:	
	Temp:	Trailer:	Van (DAT)
	PO# CM30136251	Reference:	WEB-246054

PU	Stop 1	Name:	Grain Craft, Inc.	Date:	01/08/2024 0700
	Pickup	Address:	416 NORTH MAIN STREET		01/08/2024 2100
			MCPHERSON KS 67460	Contact:	Preston Powell
		Phone:	309-337-4522		

** NOTE - LOOK FOR SPECIAL INSTRUCTIONS LISTED AFTER CARRIER PAY

PO	REF: WEB-246054	Weight: 41208.0	Pieces: 1020
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PU	REF: 95047034	Weight: 42000.0	Pieces: 1020
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SO	Stop 2	Name:	ALDI - WEBBERVILLE	Date:	01/10/2024 0200
	Delivery	Address:	2625 NORTH STOCKBRIDGE RD		01/10/2024 0200
			WEBBERVILLE MI 48892	Contact:	
		Phone:			

** NOTE - LOOK FOR SPECIAL INSTRUCTIONS LISTED AFTER CARRIER PAY

KK	REF: 7994097	Weight: 41208.0	Pieces: 1020
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Payment	Carrier Freight Pay:	\$500.00
	ON TIME PICK UP	500.00
	ON TIME DELIVERY	500.00
	TRUCKER TOOLS COMPLIANCE	500.00
	Total Carrier Pay:	\$2,000.00

*** Load Confirmation ***

0348873

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** SPECIAL INSTRUCTIONS:

n/a

Please Sign: *Mike Zivanovic*

(X) Accept

() Decline

Driver Name: Daniel

Driver Cell: 305-988-4939

Driver Email:

Tractor #:

Trailer #:

Attention: Eduardo Querimit

856-418-5465

TogoOperations@pearceworldwide.com



TERMS AND CONDITIONS

Carrier's pick up of the shipment acknowledges and constitutes Carrier's acceptance of all terms and conditions herein:

1. **CHECK CALLS:** All drivers must check call to their Pearce Worldwide Logistics, Inc. ("PWL") broker/agent by 09:00a.m. each morning while under load. A call is required at each status change (Loaded, Picked Up or Delivered at each stop, and Empty). Load count verification is required prior to leaving each stop.
2. **NO BROKERING; RATING:** To protect against double brokering, an ELD report or Trucker Tools tracking will be required for Carrier. Transportation shall be provided only on equipment owned or leased by, and under the authority of, Carrier. No shipment may be tendered to another carrier, brokered out, sub hauled, interlined, etc. without written consent by PWL. Carrier represents and warrants that Carrier has a "Satisfactory" safety fitness rating as determined by the FMCSA or has not yet been rated by the FMCSA.
3. **RATES:** Carrier shall bill PWL directly for all services provided unless otherwise agreed to in writing, and Carrier shall have no right or claim against any person or entity other than PWL for charges for services performed. The Carrier rate herein includes all accessorial charges including, but not limited to, stop-off charges, fuel surcharges, loading, unloading, etc. This rate cannot be changed, modified, or supplemented by reference to any other rates, rules, classification, schedule, or tariff. Under no circumstance shall any other rate, penalty, loss of discount, late fees, collection fees, or attorneys' fees apply. In the event that unloading charges are marked on the BOL or Proof of Delivery docs pertaining to this particular rate confirmation, those additional charges will be deducted from Carrier. Carrier may be subject to market fluctuation charges charged by receivers or shippers for late pick up or delivery. Any changes to the rate listed on the confirmation must be approved by a PWL broker/agent and a new Rate Confirmation sheet issued. The new confirmation sheet must accompany the Freight Bill and all other required documents.
4. **REFRIGERATED LOADS:** The driver is responsible to ensure that the shipper indicates the required temperature on the BOL prior to leaving the shippers location. It is also the Carrier's responsibility to ensure that these temperatures are maintained for the duration of the load.
5. **LIABILITY AND INDEMNIFICATION:** Carrier assumes the liability of an interstate motor carrier for "actual loss" under 49 U.S.C. § 14706 ("Carmack") as written and in effect as of January 1, 1996. Carrier shall be liable for, and shall defend, indemnify and hold harmless PWL and its customer from and against, all claims, losses, liabilities, fees, penalties, fines and other amounts relating to or arising out of: (a) injury to persons (including injury resulting in death) and damage to property arising out or resulting from the services performed by Carrier; (b) Carrier's performance or non-performance of any of its obligations; (c) Carrier's breach of this agreement; (d) negligence or misconduct of Carrier or any Carrier representative; (e) any claim that Carrier or any Carrier representative is an employee of PWL; and (f) breach by Carrier or any Carrier representative of any applicable law.
6. **COMPLIANCE WITH LAWS:** Carrier agrees to deliver freight and adhere to transit times requested herein, in compliance with all applicable laws and regulations, including, without limitation, the hours of service rules of any applicable legal authority. Carrier represents and warrants: (i) all trailers subject to the applicable CARB (California Air Resources Board) Regulation (including both dry-van and refrigerated equipment) it operates and the Heavy-Duty Tractors that haul them within California under this Contract are in compliance with the CARB Heavy-Duty vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations; (ii) it is in compliance with the CARB Regulation to Reduce Emissions of Diesel Particulate Matter, Oxides of Nitrogen and Other Criteria Pollutants from In-Use Heavy-Duty Diesel-Fueled Vehicles (colloquially known as the Bus and Truck Rules); and (iii) all refrigerated equipment it operates within California under this Contract is in full compliance with the CARB Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) in-use regulations. Carrier shall be liable to PWL, customer, the consignor, and the consignee for any penalties, or any other liability, imposed on, or assumed by said parties due to penalties imposed on PWL, customer, the consignor, or the consignee because of Carrier's use of non-compliant equipment. If you are a California based carrier you are required to be registered on the ARBER system. If you are based outside the State of California, and have not registered with the ARBER system, we strongly urge you to do so in order to avoid any potential rejections at the time of loading, delivery, delays in loading, or in transit. Carrier also represents and warrants: (a) all transportation and handling of food, pharmaceutical, cosmetics, or related products by Carrier shall be conducted in accordance with applicable law and shall be performed under conditions and using equipment that will protect against physical, chemical and microbial contamination and deterioration of such products, including but not limited to sanitation, temperature, and contamination requirements for transporting food, perishable, and other products pursuant to the Food Safety Modernization Act, the Sanitary Food Transportation Act of 2005 and the FDA's Final Rule pertaining to Sanitary Transportation of Human and Animal Food (the "Food Safety Laws"); (b) Carrier shall comply with all handling instructions communicated to Carrier by PWL or its customer, as well as all applicable government guidelines regarding transportation and/or handling of food products, cosmetics, and pharmaceuticals, and associated record-keeping requirements; (c) Carrier shall be responsible for all "Transportation Equipment" as defined in regulations of the FDA and other applicable laws and regulations, all of which shall be dry, leakproof, and free of harmful or offensive odor and from any contamination or infestation and will not have otherwise been or will be used for the transportation of any commodity that might adulterate or contaminate food, food products, pharmaceuticals, or cosmetics.
7. **NO BROKER CONTROL:** PWL and Carrier shall, at all times, be independent contractors. Carrier shall not act as an agent or employee of PWL, and PWL does not exercise or retain any control or supervision over Carrier, its operations, equipment, agents, drivers, or employees, nor does PWL have any right to do so.
8. **ADVANCES:** Fees for advances are 3% of the advance amount. Should your advance exceed 40% of the rate quoted, another 5% fee will be charged.
9. **PAYMENTS/QUICK PAY:** For prompt payment you must include the following: A freight Invoice with the PWL Order/Load number listed on it, a signed rate confirmation sheet that matches the rate on the freight invoice, signed BOL(s), and receipts for any reimbursable expenses. Receipts must be turned in at the same time as the other required paperwork to be considered for reimbursement. Failure to supply all the required documents can result in a delay of payment. PWL shall not be held liable if the Carrier fails to meet these requirements. Carrier is required to return all the proper documentation to PWL within 72 hours of delivery. Failure to do so may result in a \$50.00 Administrative Fee, plus any fees charged for replacement paperwork. Quick Pay is available by request, on the 7th day after receipt of a complete and correct invoice, and at a fee of 3% of the invoice amount, with a \$15.00 minimum fee. A copy of E Logs to confirm the shipment was transported by your company, may be required. If TruckerTools tracking is requested, and cancelled by the carrier, a 3% of line haul penalty will be enforced. In order to receive quick pay you must accept TruckerTools tracking and remain using it for the duration of the load.
10. **NO BACK SOLICITATION.** Carrier shall not knowingly solicit freight shipments (or accept shipments) from any shipper, consignor, consignee, or other customer of PWL whose shipments were first tendered to Carrier by PWL. In the event Carrier breaches this provision, PWL shall be entitled, for a period of twelve (12) months following delivery of this shipment, to a commission of ten percent (10%) of the gross transportation revenue (as evidenced by freight bills) received by Carrier for the transportation of said freight as liquidated damages.

All load payment paperwork should be sent to: carrierpay@pearceworldwide.com, faxed to 615-370-0667, or mailed to Pearce Worldwide Logistics, Inc., 5120 Virginia Way, Suite C23, Brentwood, TN 37027.



GRAIN CRAFT - MCPHERSON
416 NORTH MAIN
MCPHERSON, KANSAS 67460
USA

STRAIGHT BILL OF LADING-SHORT FORM-ORIGINAL-NOT NEGOTIABLE. RECEIVED subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading, the property described below in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, consigned and destined as indicated below which said carrier (the word carrier being understood through this contract as meaning any person or corporation in possession of property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property, over all or any portion of said route to destination and as to each party at anytime interested in all or any said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said Bill of Lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

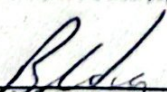
Consignee / Ship To		Customer / Sold To		BOL No.: 95047034	
ALDI, INC. - WEBBERVILLE 2625 N. STOCKBRIDGE ROAD WEBBERVILLE, MICHIGAN 48892 USA Contact: ALDI, INC. - WEBBERVILLE		ALDI, INC. CORPORATE PARENT 1200 N. KIRK ROAD BATAVIA, ILLINOIS USA		Ship Date: 1/8/2024	
				Order No.: 95047034-00	
				Cust. P.O.: WEB-246054	
				CPU: ROYAL 3	
				Vehicle Id.: PTLZ232153	
				Required Date: 1/8/2024	
Carrier:		Bill Freight To		Seals: 337180	
Phone:					
Misc. Field 1	Misc. Field 2	Misc. Field 3	Misc. Field 4		

Shipping Instructions


BILL TO PARTY:COLLECT
17 CHEPS

Quantity	UOM	Product Id	Product Description	Contract No.	STCC Code	Lot/Trace/Ref.
1,020	8X5LB	2033005	BAKER'S CORNER ALL PURPOSE - EN BL C Z - 5 LB	30938	2041110	95-070825
Total LB:		40,800				

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.


(Signature of Consignor)

Carrier hereby certifies that the cargo tank used for this shipment is a proper container for commodity loaded therein and complies with Department of Transportation Specifications.

Carrier, Per 
Date: 1.8.24

This is to certify that the above-named materials are properly classified, described, packaged, marked, and labeled and are in proper condition for transportation according to the applicable regulation of the Department of Transportation.

CAUTION: FLOUR IS NOT A READY TO EAT PRODUCT.
THIS PRODUCT HAS NOT BEEN PROCESSED TO CONTROL MICROBIAL PATHOGENS.

Received by: Agent Per


Date

MERIT LOGISTICS

(949) 481-0685

WORK ORDER RECEIPT

Aldi (ALDWEB), Webberville, MI

Tax Id	461734845
WO #	ALDWEB9851101102024023854
Date Time	1/10/2024 2:38:00 AM
PO #	246054
Truck #	735
Trailer #	232153
Door #	67
Client's Dept	Unloading (GRP)
Product	GM
Vendor	Grain Craft, Inc.
Carrier	Royal 3
Bill To	Royal 3
QTY < Case >	1020
Activity	\$85.00
Work Order Charge	\$85.00
Service Charge	\$8.00
Total	\$93.00
Payment	Check
Check #	5877133
Authorization	5877133
Driver	TS
Driver's Signature	
Supervisor's Signature	

01/10/2024 02:49

www.meritlogistics.com



GRAIN CRAFT - MCPHERSON
416 NORTH MAIN
MCPHERSON, KANSAS 67460
USA

67

STRAIGHT BILL OF LADING-SHORT FORM-ORIGINAL-NOT NEGOTIABLE. RECEIVED subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading, the property described below in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, consigned and destined as indicated below which said carrier (the word carrier being understood through this contract as meaning any person or corporation in possession of property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property, over all or any portion of said route to destination and as to each party at anytime interested in all or any said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said Bill of Lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Consignee / Ship To		Customer / Sold To		BOL No.: 95047034	
ALDI, INC. - WEBBERVILLE 2625 N. STOCKBRIDGE ROAD WEBBERVILLE, MICHIGAN 48892 USA		ALDI, INC. CORPORATE PARENT 1200 N. KIRK ROAD BATAVIA, ILLINOIS USA		Ship Date: 1/8/2024	
Contact: ALDI, INC. - WEBBERVILLE				Order No.: 95047034-00	
				Cust. P.O.: WEB246054	
				CPU: ROYAL 3	
				Vehicle Id.: PTLZ232153	
				Required Date: 1/8/2024	
Carrier:		Bill Freight To		Seals: 337180	
Phone:					
Misc. Field 1	Misc. Field 2	Misc. Field 3	Misc. Field 4		

Shipping Instructions

BILL TO PARTY:COLLECT
17 CHEPS

Quantity	UOM	Product Id	Product Description	Contract No.	STCC Code	Lot/Trace/Ref.
1,020	8X5LB	2033005	BAKER'S CORNER ALL PURPOSE - EN BL C Z - 5 LB	30938	2041110	95-070825
Total LB:		40,800				

The load has been inspected for evidence of infestation, cleanliness, condition and odors of the trailer. The product has been inspected for evidence of tampering, damage and commingling. The Country of Origin is present on the label if applicable. Received under protest pending quality inspection and count/quantity verification.

Aldi Signature [Signature]

Driver Signature [Signature]

Gate Pass 10 Date 1/10/24

Time 12:30

Check In (Guard): 128
CAUTION: FLOUR IS NOT A READY-TO-EAT PRODUCT.
THIS PRODUCT HAS NOT BEEN PROCESSED TO CONTROL MICROBIAL PATHOGENS.

Appointment Time: 2:42

Unloaded & Signed Out: 2:42

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

[Signature]
(Signature of Consignor)

Carrier hereby certifies that the cargo tank used for this shipment is a proper container for commodity loaded therein and complies with Department of Transportation Specifications.

Carrier, Per [Signature]

Date: 1-8-24

This is to certify that the above-named materials are properly classified, described, packaged, marked, and labeled and are in proper condition for transportation according to the applicable regulation of the Department of Transportation.

Received by: Agent Per

Date _____