



Bill to:
MERCER TRANSPORTATION CO INC
po box 35610 ,
Louisville,
KY,
40232

Invoice Date: 01/19/2024
Invoice #: D766060
Terms: NET 30
Due Date: 02/19/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
01/16/2024		1330 Goodyear Drive, El Paso, TX, USA - 18443 Hwy 59, Detroit Lakes, North, MN 56501, USA			
			1	\$3,300.00	\$3,300.00

TOTAL
\$3,300.00

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



Motor Contract Carrier - Broker Contract D766060
Appendix A

01/15/24 15:54

**** Common Carrier ****

From: MERCER TRANSPORTATION CO.
Karyna J. Bynum
Phone #: (877) 867-2934
Fax #: (800) 643-1749

Order: D766060
Trip #: LK1124961
Reference #: 7000080131

Carrier: ZIGI FREIGHT INC
Dispatch:

Fax #:
Driver:

Carrier Pay: \$3300.00 USD

Pay Detail

Description	Amount
LINEHAUL	\$2042.31
FUEL SURCHARGE (subject to change)	\$861.40
STOP OFF	\$40.00
STOP OFF	\$40.00
actra	\$316.29

Load Details

Trailer Type: VAN	Tarp: No	Tarp Height: N/A	Hazardous: No
Dimensions - Weight: 15000	Length: 53' 00"	Width: 08' 00"	Height: 08' 00"

		Early	Late
Load At:	El Paso DC 1330 Goodyear Rd EL PASO, TX 79901	01/16/24 10:00	01/16/24 10:00
Stop/Drop:	Dakota Motorsports 628 Circle Dr ABERDEEN, SD 57401 (605) 725-2887	01/16/24 11:00	01/19/24 15:00
Stop/Drop:	Roelofsen Implement 595 Main Ave TORONTO, SD 57268 (605) 794-2131	01/16/24 11:00	01/19/24 15:00
Delivery:	U Motors 18443 Hwy 59 North DETROIT LAKES, MN 56501 (218) 847-9264	01/19/24 08:00	01/19/24 15:00

Special Instructions

ALL STOPS REQUIRE PRECALLS
MOST SHOPS CLOSED ON MONDAYS
ALL VANS MUST HAVE E-TRACKS AND STRAPS
CARRIER AND CONSIGNEE MUST SIGN BOLLS
CONSIGNEES MAY BE CLOSED ON SATURDAYS
PU# - 7000080131; 4 pcs

Shipment Status Reporting: Call (800) 643-1262

Report Time	Information to Report
Daily	Call each day while in route
Load	Actual Loaded Date and Time
Load	Write Company Name on B/L
Empty	Actual Emptied Date and Time

This agreement is pursuant to the terms of the contract between Broker and Carrier and becomes part of that contract. Carrier is operating under their Common Carrier authority.

By acceptance of tendered load and submission of the required signed Bill of Lading in pursuance of payment for services rendered, you hereby agree to any and all payment, terms, and conditions also stated on this rate confirmation unless otherwise specifically agreed to in writing signed by both parties, in accordance with Mercer Transportation's TIA Broker Contract section 2.B.- 2.C.

The carrier shall pass through any motor carrier fuel-related surcharge adjustments to the person, corporation, or entity that directly bears the cost of fuel for shipment(s) transported under this contract for all Department of Defense loads.

Carrier shall be solely responsible for compliance with all provisions of Applicable Law regarding air quality and environmental standards including, but not limited to, those of the California Clean Air Act (Clean Truck Check Heavy-Duty Inspection and Maintenance (HD I/M Regulations) and the California Air Resources Board (CARB). By entering into this agreement, Carrier acknowledges and agrees that it is aware of applicable CARB regulations, including the Truck and Bus Regulation (TBR) at 13 C.C.R § 2025, the Drayage Truck Regulation (DTR) at 13 C.C.R § 2027, the regulation on Transportation Refrigeration Units (TRU) at 13 C.C.R § 2477 et. Seq., and the Tractor Trailer Greenhouse Gas (GHG) Regulation at 17 C.C.R. § 95300 et. Seq., and has adopted policies and procedures to ensure compliance with such regulations, as they may be revised, adopted, and amended from time to time. Carrier shall only dispatch and operate compliant vehicles (including vehicles with compliant TRUs) and shall maintain shipment specific records evidencing such compliance, which records shall be provided to Broker upon request. Without limiting the foregoing, if Carrier operates TRUs in California under this agreement, it shall ensure all such units are registered with the CARB Equipment Registration system (ARBER). Nothing in this clause shall be interpreted in any way to suggest that Broker is a California based broker. Rather, it is set forth for the sole purpose of documenting Carrier compliance with its own obligations under the CARB regulations.

This load requires GPS location monitoring. By signing and returning this confirmation, and or, the drivers acceptance of the lading the carrier confirms the terms in Appendix A, and agrees to be tracked via the Macropoint Phone App.

Independent Contractor Status: This transportation of goods is between two independent businesses: a Freight Broker, and a Motor Carrier. The Motor Carrier shall, during loading, transport, and delivery of the cargo, be an independent contractor. The Motor Carrier acknowledges that in certain jurisdictions, labor codes may deem the driver an employee for certain purposes, without rendering the driver an employee for all purposes. Applicable labor code provisions may include but are not limited to Wage Orders, Meals and Rest Breaks, Wage Statements, Indemnification of Business Expenses, Valuation of Labor Services, Rest Break Compensation and Deductions from Compensation. The Motor Carrier agrees that the Carrier Pay listed on this rate confirmation fully compensates the Motor Carrier both for labor and the necessary business expenditures the Motor Carrier incurs in the performance of these services. The Motor Carrier agrees that 'Carrier Pay' includes compensation for applicable provisions that may include but are not limited to Meals and Rest Breaks, Labor Services, and all Other Expenses.

MERCER TRANSPORTATION CO.

Order #: D766060

Broker

Carrier: _____

By: Karyna J. Bynum

By: _____

Title: FREIGHT COORDINATOR

Title: _____

Sign and return Rate Confirmation by Fax to (888) 538-6866

Requirements for Full Payment

- * Fulfill our customer's Shipment Status Reporting Requirements (see above).
- * Within 7 days you must send shipping documents to Mercer Transportation Co., Inc., 1128 W Main St, Louisville, KY 40203, or by email to: ccmil@mercer-trans.com. Failure to return the following documents will result in delay of your settlement.
 1. Original/clear image of the Shipper's B/L (signed by the shipper).
 2. Proof of Delivery (signed by the consignee and showing the Load Origin, Destination, Commodity, Pieces, Weight, Delivery Date and Delivery Time).
 3. This Load Quote/Confirmation (signed).
 4. Actual cost of oversize permits and escort charges will be completed and reimbursed up to 30 days once all permit and escort receipts are submitted. The copies must be submitted within 30 days of the load delivery date. PLEASE NOTE: Blanket or Annual permits will not be covered.

For proper identification, record Mercer's Trip Number and Release Number on all documents. Retain copies for your records.

Mercer's Hours of Operation (EST)

- * Monday - Friday 24 hours a day, and Saturday 9am - 2:30pm
- * Note: Fuel advances only issued during Mercer's hours of operations.
- * For emergencies outside normal business hours, call (800) 643-1262 and ask for the dispatcher who is on call.

To view our available loads go to www.mercerbrokerage.com

Do Not Pay Full Price at the Pump

Call (800) 643-1262 for a TCH fuel discount card. The card is free and will save your company money every time at the pump. When calling, do not hesitate to ask about our Preferred Carrier Program. We will assign you a single point of contact to help you find freight that suits your company's specific needs.

This Load Qualifies for Fast Pay

Mercer Fast Pay is a service that allows you to send paperwork directly into our imaging system. Paperwork can be sent via TRANSFLO. When the Fast Pay service is used, we receive your paperwork within one hour of it being sent and it goes into our system. This results in a speedy settlement. The cost of using this service is \$0.50 for the transaction of \$0.12 per page.

- * Documents must be sent via TRANSFLO only.
- * To qualify for fast pay the carrier must provide Mercer with a clear and legible copy of the shipping documents.

Mercer reserves the right to decline Fast Pay to carriers not compliant to requirements outlined in this confirmation.

TRANSFLO Instructions

Call Mercer for your release number and write that all documents to be scanned.

- * Download the Transflo NOW or Trans mobile+ app and follow the registration prompts.
- * Mercer's SCAC code is MCET. (Does NOT work for Transflo Velocity).
- * It will prompt you for a driver ID which will be your Mercer carrier code. Please call Mercer brokerage or brokerpay for this code.
- * Click on the "Scan Documents" button and scan in all documents received for the load.
- * To confirm receipt of paperwork, you can call 2 hours after scanning to obtain your payoff. If the payoff request is received after 2:30 pm EST, please call after 10:00 am EST the following business day.
- * Please note: On COD loads, carrier will not be paid until Mercer has received the original check.
- * Settlements processed same day will be available in bank account next business day.

Please include your trip or release number on all documents.

Mercer accepts paperwork submitted via Transflo NOW, Transflo Express or Transflo Mobile+. Mercer does NOT use Transflo Velocity.

Received, subject to the classification and tariffs in effect on the date of issue of this Original Bill of Lading, or received, subject to the Rule for the Carriage of Express and Non-Carload Freight Traffic and tariffs in effect on the date of issue of this original Shipping Contract (bill of lading), goods described below, in conformity with the terms, conditions and contents of package (unknown), marked, consigned and destined as indicated below, which said Company agrees to carry to its usual place of delivery at said destination, if on its road, otherwise to the place of destination, it is mutually agreed, as to each carrier of all or any of said goods over all or any portion of said route to destination, and each party at any time interested in all of any said of goods that every service to be performed hereunder shall be subject to all the terms and conditions (which are hereby incorporated by reference and have the same force, and effect as if the same were severally, fully and specifically set forth herein), of the Canadian Transport Commission by General Order No. 1-5, dated February 1, 1965 set forth in the Canadian Freight Classification and also available at all railway agency stations and freight offices upon request, when said goods are carried by rail carrier.


2. of the bill of lading of the water carrier as provided in its tariff of Rules and Regulations when said goods are carried by a water carrier or

3. of the bill of lading set forth in or prescribed by the relevant tariffs, classification, statutes and regulations pertaining to motor carrier's services when said goods are carried by a motor carrier; or

4. of the bill of lading form prescribed by O.C. 964-79, April 4, 1979, when the said goods originating in Quebec are to be carried by a Motor Carrier;

5. as approved by the Canadian Transport Commission by General Order No. 1-13, set forth in the Rule for the Carriage of Express and Non-Carload Freight Traffic and also available at all express and railway agency stations and freight offices upon request, when said goods are carried by a rail carrier and which are agreed to by the shipper and accepted for himself and his assigns.

MASTER BILL OF LADING

SHIP FROM BRP US INC. BRP - EL PASO 1330 GOODYEAR DRIVE EL PASO TX 79936-6420		 ADVENTURE BY DESIGN CREATING MEMORIES & INVESTMENTS		SHIPPING DATE 01/16/2024	SHIPPER REF NO 7000080131
CONSIGNEE Various Destinations	POOL POINT INFORMATION		NAME OF THE CARRIER MERCER TRANSPORTATION CO.	SEAL NO N/A	TOTAL NBR AND TYPE OF PACKAGES 4 PC / 4 BOX
	MEANS OF TRANSPORT DRYBOX (REGULAR/LOGISTIC)		TRAILER NO/CONTAINER ID W94937	EXECUTING CARRIER	
	PORT OF EXIT		TOTAL WEIGHT 3577 KG		
	PORT OF ENTRY				
CONTENT OF THE SHIPMENT					
ITEM QUANTITY	CONSIGNEE		REFERENCE NO	WEIGHT	
1 PC / 1 BOX	ROELOFSEN IMPLEMENT, INC.-TORONTO,SD		8501572338	910.359 KG	
1 PC / 1 BOX	DAKOTA MOTORSPORTS,ABERDEEN,SD		8501572349	845.495 KG	
2 PC / 2 BOX	U MOTORS,DETROIT LAKES,MN		8501572380	1820.718 KG	

SPECIAL INSTRUCTION For Shipments to Alaska, ship to Span Alaska, 3815 W Valley Hwy N Auburn, WA, PH 253 886 5178		IF CHARGES ARE TO BE PREPAID WRITE OR STAMP HERE	
TYPE PKG : CRATE (Ski-Doo snowmobile, Spyder/BYker motorcycle, ATV, Sea-Doo watercraft) OR RO/RO (SSV) UN3166 # VEHICLE FLAMMABLE LIQUID POWERED,HAZARD CLASS:9		PREPAID	
CHARGE TO (IF OTHER THAN CONSIGNEE)		DECLARED VALUE OF SHIPMENT 106,325.00 USD	
SHIPPER Capital Name Signature Date	CARRIER Capital Name Signature Date	CONSIGNEE Capital Name Signature Date	

ISSUED AT SHIPPERS REQUEST

Received, subject to the classification and tariffs in effect on the date of issue of this Original Bill of Lading, or received, subject to the Rules for the Carriage of Express and Non-Carload Freight Traffic and tariffs in effect on the date of issue of this original Shipping Contract (Bill of Lading), goods 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 Company agrees to carry to its usual place of delivery at said destination, for its road, other or otherwise to deliver another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said goods over all or any portion of said route to destination, and as to each party at any time interested in all of any said of goods, that every service to be performed hereunder shall be subject to all the terms and conditions which are hereby incorporated by reference and have the same force and effect as if the same were severally, fully and specifically set forth herein.

1. approved by the Canadian Transport Commission by General Order No. T-5, dated February 1, 1965 set forth in the Canadian Freight Classification and also available at all Railway agency stations and freight offices upon request, when said goods are carried by a rail carrier or
2. of the bill of lading of the water carrier as provided in its tariff of Rules and Regulations when said goods are carried by a motor carrier or
3. of the bill of lading set forth in or prescribed by the relevant tariffs, classification, statutes and regulations pertaining to motor carrier services when said goods are carried by a Motor Carrier or
4. of the bill of lading form prescribed by the C.T.C. 986-79, April 4, 1979, when the said goods originating in Quebec are to be carried by a Motor Carrier or
5. or approved by the Canadian Transport Commission by General Order No. T-43, set forth in the Rules for the Carriage of Express and Non-Carload Freight Traffic and also available at all express and railway agency stations and express and freight offices upon request, when said goods are carried by a rail carrier and which are agreed to by the shipper and accepted for himself and his assigns.

BILL OF LADING

SHIP FROM
BRP US INC.
BRP - EL PASO
1330 GOODYEAR DRIVE
EL PASO TX 79936-6420



SHIPPING DATE		CARRIER REF NO
01/16/2024		7000080131
NAME OF THE CARRIER		SEAL NO
MERCER TRANSPORTATION CO.		N/A
TRAILER NO/CONTAINER ID		TOTAL NBR AND TYPE OF PACKAGES
W94937		1 PC / 1 BOX
MEANS OF TRANSPORT		EXECUTING CARRIER
DRYBOX (REGULAR/LOGISTIC)		
TOTAL WEIGHT		REFERENCE NO
910.359 KG		8501572338
CONTENT OF THE SHIPMENT		

ITEM QUANTITY	DESCRIPTION OF SHIPMENT	ORDER NO	DG	WEIGHT
1 PC / 1 BOX	0008JRF00 SSV/DEF LTD 65 HD10 CA 24	IO692275-MY24-D1	UN3166, Class 9	910.359 KG

SPECIAL INSTRUCTION For Shipments to Alaska, ship to Span Alaska, 3815 W Valley Hwy N Auburn, WA, PH 253 886 5178	IF CHARGES ARE TO BE PREPAID WRITE OR STAMP HERE
	PREPAID
TYPE PKG : CRATE (Skid-Doo snowmobile, Spyder/Ryker motorcycle, ATV, Sea-Doo watercraft) OR RO/RO (SSV) UN3166 # VEHICLE FLAMMABLE LIQUID POWERED HAZARD CLASS : 9	DECLARED VALUE OF SHIPMENT 28,161.00 USD
CHARGE TO (IF OTHER THAN CONSIGNEE)	SHIPPER REF NO. 20322926

SHIPPER	CARRIER	CONSIGNEE
Capital Name	Capital Name	Capital Name
SIGNATURE	SIGNATURE	SIGNATURE
DATE	DATE	DATE



ADVENTURE BY DESIGN

EL PASO FG DC
1330 GOODYEAR DRIVE
EL PASO TX 79936-6420 US

Ship To
704528
DAKOTA MOTORSPORTS
628 CIRCLE DRIVE
ABERDEEN SD 57401-2615

Sold To
704528
DAKOTA MOTORSPORTS
628 CIRCLE DRIVE
ABERDEEN SD 57401-2615

Packing List

Date: 01-16-2024



TU No # 7000080131
Delivery No # 8501572349
Carrier / Broker MERCER TRA
PO IO704528-MY24-D1
Payment Terms F000-See Consideration
Incoterm CPT-QPT Destination

Ship to phone No 605-725-2887

Special shipping instruction:

Line No	Product	Product Description	Serial Number	Quantity Shipped	UOM
1	0008URB00	SSV DEF DPSCAB 65 HD9 GN 24	3JBUFAP47RK000598	1	PC

Total Net Weight 845.495 Weight Unit KG

ISSUED AT SHIPPERS REQUEST

Received, subject to the classification and tariffs in effect on the date of issue of this Original Bill of Lading, or received, subject to the Rules for the Carriage of Express and Non-Carload Freight Traffic, and tariffs in effect on the date of issue of this original Shipping Contract (bill of lading), goods 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 Company agrees to carry to its usual place of delivery at said destination, if on its road, otherwise to deliver another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said goods over all or any portion of said route to destination, and as to each party at any time interested in all of any said of goods, that every service to be performed hereunder shall be subject to all the terms and conditions (which are hereby incorporated by reference and have the same force and effect as if the same were severally, fully and specifically set forth herein).

1. approved by the Canadian Transport Commission by General Order No. T-5, dated February 1, 1965 set forth in the Canadian Freight Classification and also available at all Railway agency stations and freight offices upon request, when said goods are carried by rail carrier; or
2. of the bill of lading of the water carrier as provided in its tariff of Rules and Regulations when said goods are carried by a water carrier; or
3. of the bill of lading set forth in or prescribed by the tariff of Rules and Regulations when said goods are carried by a motor carrier; or
4. of the bill of lading form prescribed by the Canadian Transport Commission by General Order No. T-43, set forth in the Rules for the Carriage of Express and Non-Carload Freight Traffic, and also available at all express and railway agency stations and express and freight offices upon request, when said goods are carried by a rail carrier and which are agreed to by the shipper and accepted for himself and his assigns.

BILL OF LADING

SHIP FROM
BRP US INC.
BRP - EL PASO
1330 GOODYEAR DRIVE
EL PASO TX 79936-6420



SHIPPING DATE		CARRIER REF NO
01/16/2024		7000080131
NAME OF THE CARRIER		SEAL NO
MERCER TRANSPORTATION CO.		N/A
TRAILER NO/CONTAINER ID		TOTAL NBR AND TYPE OF PACKAGES
W94937		2 PC / 2 BOX
MEANS OF TRANSPORT		EXECUTING CARRIER
DRYBOX (REGULAR/LOGISTIC)		
TOTAL WEIGHT		REFERENCE NO
1820.718 KG		8501572380

CONTENT OF THE SHIPMENT

ITEM QUANTITY	DESCRIPTION OF SHIPMENT	ORDER NO	DG	WEIGHT
2 PC / 2 BOX	0008JRF00 SSV DEF LTD 65 HD10 CA 24	IO691296-MY24-D1	UN3166, Class 9	1820.718 KG

SPECIAL INSTRUCTION

For Shipments to Alaska, ship to Span Alaska, 3815 W Valley Hwy N Auburn, WA, PH 253 886 5178

IF CHARGES ARE TO BE PREPAID WRITE OR STAMP HERE

TYPE PKG : CRATE (SKI-Doo snowmobile, Spyder/Ryker motorcycle, ATV, Sea-Doo watercraft) OR RO/RO (SSV)
UN3166 # VEHICLE FLAMMABLE LIQUID POWERED HAZARD CLASS : 9

PREPAID

DECLARED VALUE OF SHIPMENT
56,322.00 USD

SHIPPER REF NO.

20322926

CHARGE TO (IF OTHER THAN CONSIGNEE)

SHIPPER	CARRIER	CONSIGNEE
Capital Name	Capital Name	Capital Name
SIGNATURE	SIGNATURE	SIGNATURE
DATE	DATE	DATE

ISSUED AT SHIPPER'S REQUEST

being subject to the classification and tariffs in effect on the date of issue of this Original Bill of Lading, or received, subject to the Rules for the Carriage of Express and Non-Carload Freight Traffic, and tariffs in effect on the date of the original Shipping Contract (but of said carrier's goods described below, in apparent good order, except as noted, and conditions of packages unknown) destination, and delivery, and said Company agrees to carry to its usual place of delivery at said destination, if not its coast, otherwise to deliver another carrier on the route to said destination. It is mutually agreed, as to each party, that said goods over to any or all portion of said route to destination, and as to each party at any time interested in it of said goods, that every service to be performed hereunder shall be subject to all the terms and conditions which are hereby incorporated by reference and have the same force and effect as if the same were severally, fully and specifically set forth herein).

1. as approved by the Canadian Transport Commission by General Order No. T-5, dated February 1, 1965 set forth in the Canadian Freight Classification and also available at all Railway Agency stations and freight offices upon request, when said goods are carried by rail carrier or
2. of the bill of lading of the water carrier as provided in its tariff rules and Regulations when said goods are carried by a water carrier, or
3. of the bill of lading set forth in or prescribed by the relevant tariff, classification, statute and regulations pertaining to motor carrier's services when said goods are carried by a motor carrier or
4. of the bill of lading form prescribed by C.C.T.R. 96-79, April 1, 1975, when said goods originating in Quebec are to be carried by a Motor Carrier.
5. as approved by the Canadian Transport Commission by General Order No. T-13, set forth in the Rules for the Carriage of Express and Non-Carload Freight Traffic, and also available at all express and Railway Agency stations and express and freight offices upon request, when said goods are carried by motor carrier and which are agreed to by the shipper and accepted for himself and his assigns.

BILL OF LADING

SHIP FROM
BRP US INC.
BRP - EL PASO
1330 GOODYEAR DRIVE
EL PASO TX 79936-6420



SHIP DATE		CARRIER REF NO	
01/16/2024		700080131	
NAME OF THE CARRIER		SEAL NO	
MERCER TRANSPORTATION CO.		N/A	
TRAILER NO/CONTAINER ID		TOTAL NBR AND TYPE OF PACKAGES	
W94937		1 PC / 1 BOX	
MEANS OF TRANSPORT		EXECUTING CARRIER	
DRYBOX (REGULAR/LOGISTIC)			
TOTAL WEIGHT		REFERENCE NO	
845.495 KG		8501572349	
CONTENT OF THE SHIPMENT			
ITEM QUANTITY	DESCRIPTION OF SHIPMENT	ORDER NO	DG
1 PC / 1 BOX	0008URB00 SSV DEF DPSCAB 65 HD9 GN 24	IO704528-MY24-D1	UN3166, Class 9
		WEIGHT	
		845.495 KG	
SPECIAL INSTRUCTION			
For Shipments to Alaska, ship to Span Alaska, 3815 W Valley Hwy N Auburn, WA, PH 253 886 5178			
TYPE PKG : CRATE (Ski-Doo snowmobile, Spyder/Ryker motorcycle, ATV, Sea-Doo watercraft) OR RO/RO (SSV)			
UN3166 # VEHICLE FLAMMABLE LIQUID POWERED HAZARD CLASS : 9			
CHARGE TO (IF OTHER THAN CONSIGNEE)			
SHIPPER		CONSIGNEE	
Capital Name	Capital Name	Capital Name	
SIGNATURE	SIGNATURE	SIGNATURE	
DATE	DATE	DATE	

APPLICATION

The following provisions shall apply to all transportation of goods by for-hire highway carriers licensed under the Motor Vehicle Transport Act (Canada, R.S.C. 1970, M-14) or under provincial statutes with the exception of the transportation of:

- a) used household goods,
- b) livestock,
- c) fast parcel express shipments,
- d) the personal luggage of bus passengers,
- e) such other specific commodities as may be specified by provincial law.

BILL OF LADING

1. A Bill of Lading shall be completed as provided herein for each shipment.

2. On each article covered by the Bill of Lading, there shall be plainly marked thereon by the consignor, the name of the consignee and the destination thereof. This requirement does not apply in cases where the shipment is from one consignee to another consignee and constitutes a truckload shipment.

3. The Bill of Lading shall be signed in full (not initialed), by the consignor and by the carrier as an acceptance of all terms and conditions contained therein.

4. At the option of the carrier a waybill may be prepared by the carrier and the waybill shall bear the same number or other positive means of identification as the original Bill of Lading. Under no circumstances shall the waybill replace the original Bill of Lading.

CONDITIONS OF CARRIAGE

1. Liability of Carrier

The carrier of the goods herein described is liable for any loss of or damage to goods accepted by him or his agent except as hereinafter provided.

2. Liability of Originating and Delivering Carriers

Where a shipment is accepted for carriage by more than one carrier, the carrier issuing the Bill of Lading (hereinafter called the originating carrier) and the carrier who assumes responsibility for delivery to the consignee (hereinafter called the delivering carrier), in addition to any other liability hereunder, are liable for any loss of or damage to the goods while they are in the custody of any other carrier to whom the goods are or have been delivered and from which liability the other carrier is not relieved.

3. Recovery from Connecting Carrier

The originating carrier or the delivering carrier, as the case may be, is entitled to recover from any other carrier to whom the goods are or have been delivered the amount of the loss or damage that the originating carrier or delivering carrier, as the case may be, may be required to pay hereunder resulting from loss of or damage to the goods while they were in the custody of such other carrier. When shipments are interlined between carriers, settlement of concealed damage claims shall be permitted on the basis of revenues received.

4. Remedy by Consignor or Consignee

Nothing in articles 2 or 3 deprives a consignor or consignee of any rights he may have against any carrier.

5. Exceptions from Liability

The carrier shall not be liable for loss, damage or delay to any of the goods described in the Bill of Lading caused by an Act of God, the Queen's or public enemies, riots, strikes, a defect or inherent vice in the goods, the act or default of the consignor, consignee or consignee, authority of law, quarantine or differences in weights of grain, seed, or other commodities caused by natural shrinkage.

6. Delay

No carrier is bound to transport the goods by any particular vehicle or in time for any particular market or otherwise than with due dispatch, unless by agreement specifically endorsed on the Bill of Lading and signed by the parties thereto.

7. Routing by Carrier

In case of physical necessity where the carrier forwards the goods by a conveyance that is not a licensed for-hire vehicle, the liability of the carrier is the same as though the entire carriage were by licensed for-hire vehicle.

8. Stoppage in Transit

Where goods are stopped and held in transit at the request of the party entitled to so request, the goods are held at the risk of that party.

9. Valuation

Subject to article 10, the amount of any loss or damage for which the carrier is liable, whether or not the loss or damage results from negligence, shall be computed on the basis of:

- (a) the value of the goods at the place and time of shipment including the freight and other charges if paid; or
- (b) where a value lower than that referred to in paragraph (a) has been represented in writing by the consignor or has been agreed upon, such lower value shall be the maximum liability.

10. Maximum Liability

The amount of any loss or damage computed under paragraph (a) or (b) of article 9, shall not exceed \$2.00 per pound (computed on the total weight of the shipment) unless a higher value is declared on the face of the Bill of Lading by the consignor.

11. Consignor's Risk

Where it is agreed that the goods are carried at the risk of the consignor of the goods, such agreement covers only such risks as are necessarily incidental to transportation and the agreement shall not release the carrier from liability for any loss or damage or delay which may result from any negligent act or omission of the carrier, his agents or employees and the burden of proving absence from negligence shall be on the carrier.

12. Notice of Claim

A carrier is liable for loss, damage or delay to any goods carried under the Bill of Lading unless notice thereof setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to the originating carrier or the delivering carrier within sixty (60) days after the delivery of the goods, or, in the case of failure to make delivery, within nine (9) months from the date of shipment.

(b) The final statement of the claim must be filed within nine (9) months from the date of shipment together with a copy of the paid freight bill.

13. Articles of Extraordinary Value

No carrier is bound to carry any documents, specie or any articles of extraordinary value unless by a special agreement to do so. If such goods are carried without a special agreement and the nature of the goods is not disclosed hereon, the carrier shall not be liable for any loss or damage in excess of the maximum liability stipulated in article 10 above.

14. Freight Charges

- (a) If required by the carrier the freight and all other lawful charges accruing on the goods shall be paid before delivery and if upon inspection it is ascertained that the goods shipped are not those described in the Bill of Lading the freight charges must be paid upon the goods actually shipped, with any additional charges lawfully payable thereon.
- (b) Should a consignor fail to indicate that a shipment is to move prepaid, or fail to indicate how the shipment is to move, it will automatically move on a collect basis.

15. Dangerous Goods

Every person, whether as principal or agent, shipping explosives or dangerous goods without previous full disclosure to the carrier as required by law, shall indemnify the carrier against all loss, damage or delay caused thereby, and such goods may be warehoused at the consignor's risk and expense.

16. Undelivered Goods

Where, through no fault of the carrier, the goods cannot be delivered, the carrier shall immediately give notice to the consignor and consignee that delivery has not been made, and shall request disposal instructions.

(b) Pending receipt of such disposal instructions, (i) The goods may be stored in the warehouse of the carrier, subject to a reasonable charge for storage; or (ii) Provided that the carrier has notified the consignor of his intention, the goods may be removed to, and stored in, a public or licensed warehouse, at the expense of the consignor, without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

17. Return of Goods

Where notice has been given by the carrier pursuant to article 16a, and no disposal instructions have been received within 10 days from the date of such notice, the carrier may return to the consignor, at the consignor's expense, all undelivered shipments for which such notice has been given.

18. Alterations

Subject to article 16, any limitation on the carrier's liability on the Bill of Lading, and any alteration, or addition or erasure in the Bill of Lading shall be signed or initialed by the consignor or his agent and the originating carrier or his agent as well unless so acknowledged shall be without effect.

19. Weights

It shall be the responsibility of the consignor to show correct shipping weights of the shipment on the Bill of Lading. Where the actual weight of the shipment does not agree with the weight shown on the Bill of Lading, the weight shown thereon is subject to correction by the carrier.

20. C.O.D. Shipments

(a) A carrier shall not deliver a C.O.D. shipment unless payment is received in full.

(b) The charge for collecting and remitting the amount of C.O.D. bills for C.O.D. shipments, must be collected from the consignee unless the consignor has otherwise so indicated and instructed on the Bill of Lading.

(c) A carrier shall remit all C.O.D. monies to the consignor or person designated by him within 15 days after collection.

(d) A carrier shall keep all C.O.D. monies separate from the other revenues and funds of his business in a separate trust fund or account.

(e) A carrier shall include as a separate item in his schedule of rates the charges for collecting and remitting money paid by consignees.

Received, subject to the classification and tariffs in effect on the date of issue of this Original Bill of Lading, or, received, subject to the Rules for the Carriage of Express and Non-Carload Freight Traffic and tariffs in effect on the date of issue of this original Shipping Contract (bill of lading), goods described below, in apparent good order, except as noted (contents and conditions of contents of packages unless marked, consigned and destined as indicated below, which said Company agrees to carry to its usual place of delivery at said destination, if on its road, otherwise to deliver another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said goods over all or any portion of said route to destination, and each party at any time interested in all of any said goods, that every service to be performed hereunder shall be subject to all the terms and conditions (which are hereby incorporated by reference and have the same force and effect as if the same were severally, fully and specifically set forth herein) stated February 1, 1965 set forth in the Canadian Freight Classification and also available at all Railway agency stations and freight offices upon request, when said goods are carried by rail carrier; or
2. of the bill of lading of the water carrier as provided in its tariff of Rules and Regulations when said goods are carried by a water carrier; or
3. of the bill of lading set forth in or prescribed by the relevant tariffs, classification, statutes and regulations pertaining to motor carrier's services when said goods are carried by a motor carrier; or
4. of the bill of lading form prescribed by C.C. 966-79, April 4, 1979, when the goods originate in Quebec are to be carried by a Motor Carrier; or
5. or approved by the Canadian Transport Commission by General Order No. 1, set forth in the Rules for the Carriage of Express and Non-Carload Freight Traffic and also available at all express and railway agency stations and freight offices upon request, when said goods are carried by a motor carrier and which are agreed to by the shipper and accepted for himself and his assigns.

MASTER BILL OF LADING

SHIP FROM BRP US INC. BRP - EL PASO 1330 GOODYEAR DRIVE EL PASO TX 79936-6420		 ADVENTURE BY DESIGN CREATIONS & EXPERIENCES	SHIPPING DATE 01/16/2024	SHIPPER REF NO 7000080131
			NAME OF THE CARRIER MERCER TRANSPORTATION CO.	SEAL NO N/A
CONSIGNEE Various Destinations	POOL POINT INFORMATION	TRAILER NO./CONTAINER ID	TOTAL NBR AND TYPE OF PACKAGES	
	MEANS OF TRANSPORT DRYBOX (REGULAR/LOGISTIC)	W94937	4 PC / 4 BOX	
	PORT OF EXIT	TOTAL WEIGHT	EXECUTING CARRIER	
	PORT OF ENTRY	3577 KG		
CONTENT OF THE SHIPMENT				
ITEM QUANTITY	CONSIGNEE	REFERENCE NO	WEIGHT	
1 PC / 1 BOX	BOELOFSEN IMPLEMENT, INC., TORONTO, ON	8503572338	910.359 KG	
1 PC / 1 BOX	DAKOTA MOTORSPORTS, ABERDEEN, SD	8501572349	845.495 KG	
2 PC / 2 BOX	U MOTORS, DETROIT LAKES, MN	8501572380	1820.718 KG	

SPECIAL INSTRUCTION For Shipments to Alaska, ship to Span Alaska, 3815 W Valley Hwy N Auburn, WA, PH 253 886 5178 TYPE PKG: CRATE (Ski-Doo snowmobile, Spyder/Ryker motorcycle, ATV, Sea-Doo watercraft) OR RO/RO (SSV) UN3166 # VEHICLE FLAMMABLE LIQUID POWERED, HAZARD CLASS: 9			IF CHARGES ARE TO BE PREPAID WRITE OR STAMP HERE PREPAID
CHARGE TO (IF OTHER THAN CONSIGNEE)			
SHIPPER	CARRIER	CONSIGNEE	DECLARED VALUE OF SHIPMENT
Capital Name	Capital Name	Capital Name	106,325.00 USD
Signature	Signature	Signature	
Date	Date	Date	



ADVENTURE BY DESIGN

TRIP SHEET

TU Number: 7000080131

Carrier: MERCER TRANSPORTATION CO.

Date: 01/16/2024

Drop	Dealer No, Name & Address	Unit Weight	Qty Box - Model #	Special Instructions & Tel #	Planned Delivery Date
1	DAKOTA MOTORSPORTS 628 CIRCLE DRIVE ABERDEEN SD 57401-2615	1 PC / 1 BOXES 845.495 KG	1 - 0008URF00	M.F. 0900 TO 1700 605 725-2887	01/09/2024
2	ROELOFSEN IMPLEMENT, INC. 595 MAIN AVE TORONTO SD 57268-0000	1 PC / 1 BOXES 910.359 KG	1 - 0008URF00	M.F. 0900 TO 1700 605 754 2131	01/09/2024
3	U MOTORS 18443 HWY 59 NORTH DETROIT LAKES MN 56501-7920	2 PC / 2 BOXES 1620.718 KG	2 - 0008URF00	M.F. 0900 TO 1700 218-847-9264	01/09/2024

TRIP SHEET

Summary

Model #	Quantity	Crate Type
0008URF00	3	SSH2
0008URB00	1	SSG3
TOTAL UNITS		4 PC / 4 BOXES