Royal 3inc.

Bill to: MAGNUM LOGISTICS 3000 7TH AVE N, Fargo, ND, 58102 Invoice Date: 01/29/2024 Invoice #: Order # 46409609 Terms: NET 30 Due Date: 02/29/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
01/26/2024		1211 ETHAN ALLEN HWY, Charlotte, VT 05445 - 510 COUNTY ROAD 71 STE 123, Crookston, MN 56716			
			1	\$2,500.00	\$2,500.00

TOTAL	
\$2,500.00	

#### 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



AFTER HOURS 800-726-1759 LOGISTICS\_TEAM@MAGNUMLOG.COM

LOAD CONFIRMATION

Order #: 46409609

Trailer Type: UNKNOWN

Carrier Info	rmation	Reference Numbers	Reference Numbers		
Carrier: ZIGI FREIGHT INC DBA F	ROYAL3 INC				
Phone:					
ax:					
Attn: PETER					
MC Number: MC944686					
Stop Information					
Load At		Pieces	Weight		
VERMONT MALTHOUSE	Earliest date: 01/26/24 8:00	4 PCS	25,000 LBS		
1211 ETHAN ALLEN HWY	Latest date: 01/26/24 12:00				
Charlotte, VT 05445 Contact: ADDISON RAAP					
Phone: 802-578-5708					
Instructions:					
Commodity: EQUIPMENT					
<u>Deliver To</u>		Pieces	Weight		
VERTICAL MALT	Earliest date: 01/29/24 8:30	4 PCS	25,000 LBS		
510 COUNTY ROAD 71	Latest date: 01/29/24 17:00				
STE 123 Crookston, MN 56716					
Contact:					
Phone:					
Instructions:					
Commodity: EQUIPMENT					
		4 PCS	25,000 LBS		
Remarks					

FLEXIBLE call collin with eta to shipper 203 258 0649 17 feet deck space

Carrier agrees that transportation of this load is being done under their operating authority and that their SMS Scores are adequate to safely handle this freight. Directions supplied verbally and or written by Magnum or customers of Magnum are for informational purposes only. It is the carrier's sole responsibility to lawfully operate their vehicle with any weight, commodity, or dimension over any route, road, highway, or bridge. Carrier shall be solely responsible for any fines, penalties, or citations occurring as a result of operation of their vehicle. It is the carrier's sole responsibility to abide by any all regulations, laws, or ordinances. This agreement is an addendum to the master contract and carrier agreement. We agree to pay the rate and charges listed on this fax; no previous rate or tariff shall be applicable. This rate quote is considered all inclusive of all charges.
Please email Bill of Ladings and Invoice to Logistics\_accounting@magnumlog.com

Pallet / Lumper / POD / Carrier Invoices due upon completion of the load. \$100 rate reduction if 30 days past the completion date.

AFTER HOURS 800-726-1759 LOGISTICS\_TEAM@MAGNUMLOG.COM

# LOAD CONFIRMATION Order #: 46409609

# **Confirmation of Contract Carrier Verbal Rate Agreement**

**IIIMAGNUM** 

Pursuant to our verbal agreement between Magnum, hereafter referred to as BROKER, and ZIGI FREIGHT INC DBA ROYAL3 INC. hereafter referred to as CARRIER: Both Parties agree that BROKERS reference number 46409609 will move at the following rate:

Carrier agrees that it maintains the applicable and valid insurance that covers at least \$100,000.00 in cargo insurance and \$1,000,000.00 in automobile liability coverage.

All loads MUST be sealed at origin by shipper or driver with a seal number noted on the bill of lading. The driver is responsible for resealing the trailer at each pick and drop location if there are additional stops on the shipment. If the shipment arrives at the destination with a tampered seal or without seal intact, the Carrier shall be liable for any shortage or damage claims with respect to the shipment, and the Shipper, on its sole discretion, shall have the right to deem the entire shipment damaged, contaminated, and unsalvageable without the need for inspection and Carrier shall be liable for the full value of the shipment. Carrier agrees that in transporting the shipment, Carrier will be in compliance with U.S. DOT, FDA, CARB, and EPA regulations where applicable to the operations of transporting the shipment.

Pay Information				
Description	Quantity	Rate	Unit	Amount
Load Broker Line Haul	1	\$2,500.00	FLT	\$2,500.00
			Total Pay:	\$2,500.00

This confirmation governs the movement of the above-referenced freight as of the date specified and hereby amends, is incorporated by reference and becomes a part of the certain Transportation Contract by and Broker and Carrier. Carrier agrees to sign the Confirmation and return it to BROKER via FAX and Carrier shall be conclusively presumed to have agreed to the rates set forth herein. By its signature below Carrier further represents and warrants that said mutually agreed upon rates are reasonable and compensatory, that the freight would not have been tendered to Carrier at higher rates, and that no shipments handled under such rates will subsequently be subject to a later claim for undercharges.

# IF AGREED SERVICES ARE NOT FULFILLED, RATES ARE NEGOTIABLE. IF DOUBLE BROKERED, AGREEMENT IS VOID.

# COMMENTS

Driver Name:	Truck Number:	
Driver Cell:	Trailer Number:	

### Signature:

Date:

## ZIGI FREIGHT INC DBA ROYAL3 INC

### ALL LOADS SUBJECT TO ELECTRONIC TRACKING

Driver must accept tracking, failure will result in a \$100 rate reduction on this load. Expedites/Team loads are subject to a \$250 rate con reduction for failing to track.

By accepting this shipment, Carrier agrees that the driver has consented to receiving text messages or phone calls from Magnum. Each driver has provided all needed consents to receiving text messages and phone calls from Broker and allowing Broker and its Vendors to track the driver's location throughout the process of transporting the shipment. Carrier shall comply with all applicable laws, relating to the collection, use, storage, retention, disclosure and disposal of any information Carrier provides to Broker, Including information regarding the drivers transporting shipments. Carrier shall indemnify, defend, and hold Broker and its affiliates harmless from and against any and all claims, damages, liabilities, losses, actions, and expenses arising out of or in connection with Carriers breach of this section. This Section shall survive the expiration or termination of the Agreement between the Broker and Carrier

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_			NATION	NAL MOTOR FREIGHT CLASSIF	ICATION 100-AA	4	_	_
UNIFORM STRAIGHT E ORIGINAL—NOT NE Name of Carrier RECEIVED, subject to individually determined rate applicable, otherwise to the rates, classifications ar			ORIGINAL—NOT NEC	S or contracts that have been agreed	Shipper's Consigne Carrier's ( upon in writing betw		0 D. No nd shipper, if	
				County	•			•
the property of which said ca all the condition himself and hi	described belo arrier agrees to ons not prohibit iis assigns.	ow, in app carry to c ited by lav	parent good order, except as destination, if on its route, or ot w, whether printed or written, h	s noted (contents and condition of contents of otherwise to deliver to another carrier on the route herein contained, including the conditions on the	f packages unknown) marked, consigned, and destined as shown bell e to destination. Every service to be performed hereunder shall be subject e back hereof, which are hereby agreed to by the shipper and accepted		wn below, subject to	
Consigned	to		On Collect or	on Delivery Shipments, the letters "COD" must appear before	fore consignee's name.			
Destination City	Street			County		State	 Zip	
Delivering Carrier Additional Shipment Information				Trailer No	0			
For R	ates - rates(	@magn	umlog.com or call 701-2	293-1744 ext 6324 For Pickups - pic	xups@magnumlog.	.com or call 701-293	}-1744 ext 632	.'5
Handling Units No. Type	Packages No. Type	НМ	Kind of Package, [	Description of Articles, Special Marks and (Subject to correction)	id Exceptions	Weight (Subject to Correction)	Class or Rate Ref. (For Info. Only)	Cube (Op- tional)
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NOTE (1) V	Where the ra	ate is de	rdous Materials as define ependent on value, shipp ed value of the property a	pers are required to state specifically		are PREPAID unless IECK BOX IF COLLE		
exceeding NOTE (2) applicable	Liability L le. See 49	er Limitati U.S.C.	" tion for loss or dama . § 14706(c)(1)(A) and	fically stated by the shipper to be not age on this shipment may be d (B). are or attention in handling or stowing	FOR FREIGHT COLLECT SHIPMENTS: If this shipment is to be delivered to the consignee, without recourse on the consignor, the consignor shall sign the following statement: The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges.			ement:
must be so		packag		asportation with ordinary care. See		(Signatur	ure of Consignor)	
Notify if pro	oblem en rc	oute or a	at deliveryName	Fax No.	Tel. No.	(for informati	ional purpose	s only)
Send freigh	ht bill to:		Company Name	City	Street	State	Zip	;
Shipper								
	Per			Per		Date	te	
described, pack transportation a Per	y that the above-na kaged, marked an according to the ap	nd labeled, a pplicable reç	erials are properly classified, and are in proper condition for egulations of the DOT.	Carrier acknowledges receipt of packages and required pl carrier has the DOT emergency response guidebook or er Per Date	equivalent document in the veh	rgency response information w hicle. Package Nos		

Only carriers participating in the NMFC at the time transportation occurs may use this publication.

#### DOCUMENTS AND GOVERNING RULES FOR TENDERING SHIPMENTS

### ITEM 250150-Continued

#### UNIFORM STRAIGHT BILL OF LADING TERMS AND CONDITIONS

**Sec. 1.** (a) The carrier shown as transporting the property described in this bill of lading shall be liable as at common law for any loss or damage to the shipment, except as provided herein.

(b) No carrier shall be liable for any loss or damage or for any delay caused by an Act of God, the public enemy, the authority of law, the act or default of the shipper, riots or strikes, or any related causes. Except in the case of negligence of the carrier, the carrier shall not be liable for loss, damage or delay which results: from faulty or impassible highway, or by lack of capacity of a highway, bridge or ferry; or from a defect or vice in the property. The burden to prove carrier negligence is on the shipper.

**Sec. 2.** Unless arranged or agreed to in writing or electronically, prior to shipment, carrier is not bound to deliver a shipment by a particular schedule or in time for a particular market, but will transport the shipment in the regular course of its providing transportation services. In the case of physical necessity while in transit, carrier may forward the shipment via another carrier.

**Sec. 3.** (a) As a condition precedent to recovery, claims must be filed electronically or in writing with the receiving or delivering carrier, or carrier issuing the bill of lading, or carrier on the line of which the alleged loss or damage occurred. When claims are not filed or a civil action is not filed within the time limits set forth below, the carrier shall not be liable and such claims will not be paid.

(b) Claims for damage must be filed with the carrier not more than nine (9) months from the date of delivery (or in the case of export traffic, not more than nine (9) months after delivery at the port of export, or in the case of import traffic, not more than nine (9) months after pickup at the place of tender). Claims for loss must be filed with the carrier not more than nine (9) months from the date of the bill of lading.

(c) A civil action for loss or damage must be filed not more than two (2) years after the date the carrier has given electronic or written notice that it has disallowed all or any part of the claim specified in the notice.

(d) If the applicable freight charges have been paid to the carrier, the carrier receiving the benefit of such insurance will reimburse the claimant for the premium paid on the insurance policy or contract for the involved shipment.

Sec. 4. (a) If the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request, or the consignee refuses the shipment tendered for delivery by carrier or if carrier is unable to deliver the shipment, because of fault or mistake of the consignor or consignee, the carrier's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice on this bill of lading. Storage charges, based on carrier's tariff, shall start no sooner than the next business day following the attempted notification. Storage may be, at the carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.

(b) If the carrier does not receive disposition instructions within 24 hours of the time of carrier's attempted first notification, carrier will issue a second and final notification by telephonic or electronic communication. Such notice shall advise that if carrier does not receive disposition instructions within five (5) days of that notification, carrier has the right to offer the shipment for sale, and carrier may sell the property under such circumstances as may be authorized by law. The amount received from the sale will be applied first to the carrier's invoice for transportation, storage and other lawful charges, including those incurred by the carrier in selling the goods. The owner will be responsible for the balance of any charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses owing to the carrier are paid, such balance will be paid to the owner of the property sold, subject to a claim and proof of ownership.

(c) When perishable goods cannot be delivered and disposition instructions are not given within a reasonable time, the carrier may dispose of the property in a manner that the carrier deems best serves its disposition.

(d) When a carrier is directed by consignee or consignor to unload or deliver property at a destination where consignor, consignee, or the agent of either, is not usually located, after unloading or delivery the risk of loss or damage is not that of the carrier, but is assumed by the consignor or consignee.

Sec. 5. (a) Where a lower value than the actual value of the property has been stated in writing by the shipper on the bill of lading, or is established in the carrier's tariff upon which the rate to be charged is based, such lower value shall be the maximum amount recoverable for loss or damage.

(b) No carrier hereunder will carry or be liable in any way for any financial and commercial documents, currency, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless an agreement in writing between the carrier and the shipper which specifically identifies and authorizes the transportation of such articles to do so and a stipulated value of the articles are endorsed on this bill of lading.

Sec. 6. Every party, whether principal or agent, who ships explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 7. (a) The consignor or consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected as specified in 49 U.S.C. §13710, except that collect shipments may move without recourse to the consignor when the consignor so stipulates by signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the consignor shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided by the consignor.

(b) Notwithstanding the provisions of subsection (a) above, the consignee's liability for payment of additional charges that may be found to be due after delivery shall be as specified by 49 U.S.C. §13706, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier.

(c) Nothing in this bill of lading shall limit the right of the carrier to require the prepayment or guarantee of the charges at the time of shipment or prior to delivery. If the description of the articles, including weight or density of shipment, or other information on this bill of lading is found to be incorrect or incomplete, the freight charges must be paid based upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature on the prior bill of lading or in connection with the prior bill of lading as to the statement of value or otherwise, or as to the election of common law or bill of lading liability shall be considered a part of this bill of lading as fully as if the same were written on or made in connection with this bill of lading.

Sec. 9. If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to the terms and provisions and limitations of liability specified by the "Carriage of Goods By Sea Act" and any other pertinent laws applicable to water carriers.

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WERMONT MALTHO	ly determined rates or contracts that have been agreed upo c, classifications and rules that have been established by the		
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	W City CHARLOTTE County	State VT	Zip 05445
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estination Street 510 COUN ity CROOKSTON		State MN	Zip <b>56726</b>
elivering Carrier	County	State Trailer No	Σβσσττο
No. Type HM 4 PLTS	(Subject to correction)  KONGSKILDE BLOWER BLOWER ACCESSORIES	Correction 1800 900	) Only) tiona
	BLOWER ACCESSORIES	300	- 3 1
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NOTE (1) Where the rate is de	dous Materials as defined in DOT Regulations. pendent on value, shippers are required to state specifically ad value of the property as follows:	Freight charges are PREPAID ur collect. CHECK BOX IF CO	
"The agreed or declared value exceeding per NOTE (2) Liability Limitat applicable. See 49 U.S.C. NOTE (3) commodities requiri	" " " " " " " " " " " " " " " " " " "	FOR FREIGHT COLLEC his shipment is to be delivered to the the consignor, the consignor shall sig e carrier may decline to make deliver yment of freight and all other lawful of (Sig	consignee, without recourse in the following statement: y of this shipment without
Sec. 2(e) of NMFC Item 360. Notify if problem en route or		2187918999 (for inform	national purposes only
	Company Name City	Street State	12
Send freight bill to: CRE		912100	Zip
Send freight bill to:	Carrier 1709 Per	al3 Lnc	Date 1/29/5

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