

Bill to:

Trinity Logistics, Inc.

Invoice Date: 02/01/2024 Invoice #: 8129153 Terms: NET 30 Due Date: 03/01/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
01/30/2024		4900 STOCKYARD EXPRESSWAY, SAINT JOSEPH, MO 64504 - 7539 HESPER RD, BILLINGS, MT 59106			
			1	\$3,500.00	\$3,500.00

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\$3,500.00

### 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



Total Pcs/Type

SEND FREIGHT BILL TO: **Trinity Logistics, Inc.**P.O. BOX 1620 Seaford, DE 19973 carrierinvoices@trinitylogistics.com

Fax (302) 883-8025

Specialist MARSHA GILLIAM

Logistics

**Fmail** 

marsha

gilliam@trinitylogistics.com

 Phone
 (844) 700-6477

 Fax
 (816) 533-7537

 Trinity Office
 TLI-KANSAS CITY

After Hours: 800-846-3400 opt 3 Mon-Fri: 6pm-6am | Sat-Sun: 24 hrs.

#### For Revision

Rate Confirmation - Trinity Logistics, Inc. Reference #8129153

, ,									
Shipment Details									
Shipment #	8129153	Shipment Miles	1027.0						
						Straps	yes		
				LLocks	yes				
Cust Ref/PO #	0000346365 / 2655847	Eq Type	53VR			Shipment Mode	Over The Road		
Today's Date	01/30/2024 13:56	Eq ID							
		Car	rier Details						
Carrier	ZIGI FREIGHT INC	Driver I	Name			Roberto   (786) 49	3-2699		
DBA	ROYAL3 INC	Dispato	her			Bonnie			
Address	6850 W 63RD STREET	City/Sta	te/Postal Code			CHICAGO, IL 6063	38		
MC Number	944686	Phone				(630) 485-7370			
DOT#	2828543	Fax							
SCAC	ZFIH								

Shipment Details								
Stop	Туре	Pcs/Type/Wt	Address	Appt Date	Appt Time	PU/Delv #		
1	Pickup		ALBAUGH, LLC 4900 STOCKYARD EXPRESSWAY SAINT JOSEPH, MO 64504 (816) 676-6063	1/30/2024	06:00 - 15:00	2655847		
2	Delivery		HELENA 7539 HESPER RD BILLINGS, MT 59106 (406) 656-2320	2/1/2024	08:00 - 16:00	2655847		
Shipment Line Items								

20 PALLET	42624.0 lbs		HELENA LATIGO BOLD 4X1 GAL						
Carrier Rate Agreement									
Item #	Charge Description	Unit Ty	pe Unit Quantity	Unit Price	Rate				
1	LINEHAUL	Flat Rate	1.0	\$2,486.50	\$2,486.50	,			
2	Fuel Surcharge	per Mile	1027.0	\$0.50	\$513.50				
3	Tank Hire	Flat Rate	1.0	\$100.00	\$100.00				
4	MUST COVER RATE	Flat Rate	1.0	\$400.00	\$400.00				
				<b>-</b>	***				

Description

Total: \$3,500.00

Class

ID

NMFC

#### **Shipment Notes**

- 1. ATTN Drivers: Load must be secured with Min 2 load locks or 2 straps. If you encounter any delays or issues, please call Trinity Logistics for further instructions.
- 2. CHECK BOL ! ENSURE IT MATCHES TRINITY RATE CONFIRMATION. IF NOT, CALL TRINITY ASAP

Total Weight

3. ALL DRIVERS MUST HAVE VALID DRIVERS LICENSE FOR ALL PICKUPS AND DELIVERIES INTO THE ST JOSEPH FACILITY

Volume

STCC

4. Onsite shipping personnel will check MC#s when driver arrives. If the name on the side of the truck does not match the name on the MC# given to book the load, the driver will be rejected. If lease agreement is in place, this must be sent before truck arrives for loading.

ZIGI FREIGHT INC				
Signature	Date			

#### Terms of Agreement

1. Rate Confirmation should not be used as BOL 2. CARRIER COMPLIANCE WITH CALIFORNIA AIR RESOURCES BOARD REGULATIONS CARRIER understands and agrees that, while operating equipment at any time in California, CARRIER must comply with all applicable regulations promulgated by the California Air Resources Board ("CARB") in addition to any other applicable environmental or emissions laws in the State of California. CARRIER is responsible for understanding the applicable regulations. The below description is not intended to be, nor to be relied on as, a full description of the applicable legal requirements. CARB Truck and Bus Regulation (Title 13, California Code of Regulations, Section 2025) ("TBR"): The TBR generally requires trucks operating in California to be equipped with 2010 or newer engine model years. Prior to CARRIER transporting any shipment subject to this Agreement that originates in, is destined for, or moves through California, CARRIER shall submit to BROKER evidence that it is compliance with the TBR. This evidence shall be submitted annually by January 31st of each year thereafter during the term of this Agreement. Evidence of compliance shall include the following: A Certificate of Reported Compliance issued by CARB through reporting via the Truck Regulation Upload, Compliance, and Reporting System ("TRUCRS"); or If CARRIER does not report via TRUCRS, a dated and signed written statement certifying that CARRIER is aware of its obligations under the TBR and provides engine model year information and any other information requested by BROKER about trucks to be used in operations in California. CARB Transportation Refrigeration Unit Airborne Toxic Control Measures Regulation (Title 13, California Code of Regulations, Section 2477 et seq.) ("TRU"): Motor carriers can only dispatch trucks and trailers equipped with trailer refrigeration units that are compliant with the TRU and/or are prohibited from operating non-compliant trailer refrigeration units in California CARRIER shall, regardless of TRU obligations, register all trailer refrigeration units to be operated in California and provide BROKER proof of such registration and compliance with the TRU. CARB Tractor-Trailer Greenhouse Gas Regulation (Title 13, California Code of Regulations, Section 95301 et seq.) ("GHG"): The GHG generally requires motor carriers to use aerodynamic tractors and trailers that are also equipped with low rolling-resistance tires when operating in California. CARB Heavy-Duty Inspection and Maintenance Program (Title 13, California Code of Regulations, Section 2195 et seq.) ("Clean Truck Check"): The Clean Truck Check generally requires motor carriers to report their vehicles to CARB, pay a compliance fee, and submit to periodic emission testing. CARB Advanced Clean Fleets Regulations (Title 13, California Code of Regulations, Section 2013 et seq. (Drayage Trucks) and Section 2014 et seq. (High Priority Fleets) ("ACF"): The ACF generally require a transition of covered equipment in fleets from diesel to zero-emission vehicles. CARRIERS with fleets not subject to the ACF shall submit a signed statement certifying they are not subject to the ACF. Vehicles with a GVWR greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets. CARRIER warrants and represents that all equipment used to transport a shipment subject to this agreement and operated in California shall fully comply with such CARB laws. CARRIER further certifies that it will not operate any equipment in California unless such equipment is compliant with such CARB laws. CARRIER agrees to provide the following BROKER contact information to drivers it uses to transport shipments in California subject to this Agreement: CARRIER Compliance Department Trinity Logistics 50 Fallon Ave. P.O. Box 1620 Seaford, DE 19973 (800) 319-6968 carriercompliance@trinitylogistics.com Should Broker or Broker's customer incurs penalties, fines, or fees as a result of Carrier's non-compliance, Broker shall offset – with Carrier paying Broker an amount equal to the difference within ten (10) days. CARRIER shall be liable for and agrees to indemnify TRINITY, its customer(s) and any of their suppliers or customers for any fines, penalties, costs, expenses, or damage incurred by any of them (including, but not limited to, claims for loss of or damage to cargo or cargo rejection) arising as a result of CARRIER's use of equipment found to be noncompliant with any laws, statutes, regulations, or requirements, including but not limited to those set forth above.

- 3. GENERAL: Rate confirmation ("Agreement") is a contract. Agreement shall become part of the master contract into which the above mentioned carrier ("Carrier") and Trinity Logistics, Inc. ("Trinity") have already entered ("Contract"). Agreement shall, in any and all cases, be subject to terms and conditions of the Contract. Carrier agrees that it will review this Agreement immediately upon receipt in order to verify that the Agreement lists the same rate(s) as the one(s) to which Carrier and Trinity agreed prior to time when Agreement was prepared. If Carrier does not sign and return Agreement within twenty-four (24) hours, Carrier shall be deemed to have accepted the Agreement. By accepting this Agreement, Carrier acknowledges that this is a contract load and that tariff insurance exclusions do not apply.
- 4. BROKERAGE: Carrier agrees that it will not broker the above load to another carrier or broker unless it receives written approval from Trinity to do so. Trinity shall be released from its obligation to compensate Carrier should Carrier do otherwise.
- 5. SUBMITTING PAPERWORK: Paperwork may be sent to Trinity via the following methods: Email: carrierinvoices@trinitylogistics.com Fax: (302)883-8025 Transflo Express: see attached cover page for information on sending via Transflo Mail: P.O. Box 1620 Seaford DE 19973
- 6. ADVANCES: All advances are subject to a 4% of the advance amount fee, minimum charge of \$10.00. The maximum advance amount is \$2,000.00 USD.
- 7. PAYMENTS: Standard terms are within twenty-five (25) days of date on which all uncontested paperwork was received. For information on "Quick Pay" contact 866-TRINITY.
- 8. CARRIER agrees to look solely to TRINITY for payment of all freight and other charges. CARRIER agrees that its sole recourse in the event of nonpayment shall be against TRINITY. CARRIER shall not seek payment from shipper, consignee, or third parties for any invoice or payments.
- 9. All Equipment used in transporting Food Shipments must be in safe and sanitary condition, free from contamination, pest infestation, and evidence of prior cargo that could render the Food Shipments unsafe. On all temperature controlled shipments, Equipment must have an air chute and must be pre-cooled (prior to arrival at the shipper) to the specified temperature on the shipper's instructions and/or Bill Of Lading. Failure to comply may result in shipper rejection and CARRIER shall not be entitled to a truck order not used (TONU).
- 10. SANITARY FOOD TRANSPORTATION REQUIREMENTS If the arranged transportation is regulated by any of the Food Safety Laws, CARRIER must comply with the laws and regulations governing the safe and secure transportation of foodstuffs that will ultimately be consumed by humans or animals ("Food Shipments"), including those required by local, provincial, state and federal laws, regulations, ordinances and rules including, but not limited to, the Food Safety Modernization Act (21 U.S.C. § 2201, et. seq.), the Federal Food, Drug and Cosmetic Act (21 U.S.C. § 341, et seq.) ("FD&C Act"), the Sanitary Food Transportation Act (49 U.S.C. 5701, et seq.), the U. S. Food and Drug Administration's Final Rule on the Sanitary Transportation of Human and Animal Food (21 C.F.R. § 1.900, et seq.) and all applicable U.S. Department of Agriculture and Food Safety and Inspection Service regulations (collectively, the "Food Safety Laws"). CARRIER is responsible for the sanitary conditions of Food Shipments during their transportation and complying with TRINITY's and/or the shipper's written instructions, including without limitation any temperature set point or temperature range, as provided to the CARRIER by TRINITY or the shipper in physical or electronic form. CARRIER shall apply all written instructions to future Food Shipments of the same goods tendered for the same TRINITY, unless instructed otherwise in writing. If TRINITY's or a shipper's instructions require a cargo seal, the lack of a seal or seal irregularities shall be sufficient to consider the shipment unsafe and a total loss. CARRIER agrees that when transporting food for human consumption, late delivery, i.e. delivery after the deadline indicated on the transportation documents, alone shall be sufficient to reject a shipment and consider the cargo a total loss. CARRIER shall verify the temperature of Food Shipments before loading. CARRIER must write the recorded temperature on shipping document(s) used by the parties for the pick-up, transport, or delivery of Goods, including without limitation any Bill of Lading ("Shipping Document"). If the temperature is more than two degrees different from the required temperature stated in the written instructions or Shipping Document, then the CARRIER shall immediately notify TRINITY and refuse to load the Goods. In the event CARRIER is unable to verify the temperature due to restrictions imposed by the TRINITY, consignor, consignee or due to the physical circumstances of loading, CARRIER is excused from performing such verification. The foregoing exception shall not relieve CARRIER of compliance with any other provision of this Schedule. CARRIER represents and warrants that all Equipment (as defined in the Food Safety Laws and herein) used in transporting Food Shipments is in safe and sanitary condition and appropriate for performance of the Services for Food Shipments, including but not limited to ensuring that the Equipment is free from contamination, pest infestation, and evidence of prior cargo that could render the Food Shipments unsafe. If CARRIER transports partial load shipments (also known as less-than-truckload, or LTL, shipments), CARRIER shall conduct appropriate inspections and take necessary actions upon receiving the first shipment and each subsequent shipment to ensure that (a) the Equipment remains in safe and sanitary condition; (b) any Food Shipments will not be contaminated by any previously or subsequently loaded cargo; and (c) the temperature of any temperature-controlled Food Shipment will not be materially disrupted. When required by and as specified in TRINITY's and/or a shipper's instructions or Shipping Document, CARRIER must ensure that the cold storage compartments are prepared for safely transporting the Food Shipments. CARRIER must set temperature controls to pre-cool mechanically refrigerated cold storage compartments before offering equipment with auxiliary refrigeration units for transportation of Food Shipments requiring temperature control and set the operating temperature to ensure the Food Shipments at all times are maintained at the temperature set point or within the temperature range specified on the shipper's and/or TRINITY's instructions or Shipping Document. Immediately upon request or as promptly as practicable thereafter, CARRIER will provide TRINITY and/or the shipper: 1. Evidence of the operating temperature of Food Shipments maintained during Services in the manner acceptable to TRINITY and/or the shipper; 2. Documented written processes for maintaining food safety, including maintenance of temperature control, and cleaning, sanitizing, and inspecting Equipment; 3. Evidence of transportation traceability, including information regarding: a. Previous cargo hauled in bulk or in other Equipment; and b. Maintenance and intervening cleaning procedures for docks and Equipment. 4. Appropriate training processes for each person under CARRIER's supervision or control involved in providing the services pursuant to this Agreement, and 5. Evidence that the Food Shipments have not been adulterated, as defined below, and have been transported under sanitary conditions to protect the shipments against temperature abuse or excessive fluctuations and any physical, chemical, or microbial contamination. CARRIER agrees to maintain all documentation and records related to the transport of Food Shipments governed by this Agreement, including those documenting personnel training and Equipment cleanings, sanitization and inspections, and the safe and sanitary transport of Food Shipments, and shall make the records available to TRINITY and/or the shipper upon request. CARRIER acknowledges and agrees that the temperature of the Food Shipments is a material condition of this Agreement. CARRIER shall develop and maintain written procedures related to the safe transport of Food Shipments tendered to it by the shipper, through TRINITY, and shall train its drivers and staff regarding safe transport of the shipper's Food Shipments and other goods. Liability Related to Food Shipments. 1. CARRIER agrees that Food Shipments that have been transported or offered for transport, pursuant to this Agreement, under conditions that are not in compliance with the written instructions or requirements set forth in the Shipping Document, including any seal, temperature, quality control standards and delivery date requirements, will be considered "adulterated" within the meaning of the FD&C Act (21 U.S.C. §§ 342(a)(i)(4), 342(i)). CARRIER understands that adulterated shipments may be refused by the shipper, consignee or receiver upon their tender for delivery at destination, with or without inspection. 2. CARRIER assumes liability for the result of breach of any of the foregoing requirements specified in this Agreement of rate confirmation. CARRIER agrees that TRINITY is not responsible for and shall in no way be held liable to CARRIER for CARRIER's or any shipper's consignee's, receiver's or loader's obligations or their failure to adhere to their respective obligations under the laws and regulations governing the safe and sanitary transport of food for human consumption, including the Food Safety Laws referenced above. The determination regarding the acceptability, salvageability and/or the adulterated status of Food Shipments transported by CARRIER shall be within the sole discretion of the shipper and shall be binding on CARRIER.
- 11. CARRIER, by acceptance of any shipment tender and by providing its or its drivers' telephone numbers to TRINITY, hereby consents, on behalf of itself and its drivers, and CARRIER's drivers, by providing their telephone numbers to CARRIER or TRINITY, hereby consent, to receiving text messages made using an automatic telephone dialing system regarding, relating to, or arising out of CARRIER's or such drivers' relationship with, and any services provided to, TRINITY.
- 12. CHARGES: In order to be eligible for reimbursement charges for detention, labor and other unforeseeable costs must be approved by Trinity in writing at the time they are incurred. In addition receipts must be provided. Carrier agrees that Trinity's charges to its customers are confidential and need not be disclosed to Carrier. Carrier specifically waives any rights it may have under 49 CFR §371.3.
- 13. INSURANCE: Carrier certifies that its cargo insurance policy does not contain any exclusions relative to the commodity(ies) being transported pursuant to this Agreement or any other exclusion. The load value listed herein is an estimate and is not intended to in any way limit the Carrier's or Carrier's insurer's liability in the event of cargo loss or damage. If Carrier's auto liability policy is a Scheduled Auto policy, Carrier must use only equipment insured by such policy.
- 14. EQUIPMENT: Unless otherwise agreed in writing, Carrier agrees that any and all equipment used to transport, or assist in the transportation of, property will be exclusively used for that purpose. Carrier agrees that it will only use its own equipment, and that the equipment used matches the DOT number of the company signing this rate confirmation. For temperature controlled shipments: 1)Carrier must be able to provide a reefer download for the unit used to transport the shipment. 2)Carrier can supply current reefer maintenance records for the unit used to transport the shipment. Driver must be pre cooled before arriving to shipper. Driver must verify product is at correct temp before loading. If not allowed on the dock or discrepancy between the rate confirmation and BOL, driver must contact booking office ASAP and require shipper notate on the BOL before driver leaving the shipper.

# **BILL OF LADING**

Consignor ALBAUGH - SAINT JOSEPH PLANT 4900 STOCKYARDS EXPRESSWAY Contact Phone: SAINT JOSEPH, MO 64504 (515) 964-9444 USA Consignee HELENA 7539 HESPER RD Contact Phone : BILLINGS, MT 59106 4066562320 USA Royal 3 CARRIER: PRO#

TRAILER#

SEAL#

PENDING

758

Load Type:

Truck #

BOL 25264
Ship Date 1/30/24
Customer PO# 2655847
Customer# 1005
SO# 0000346365

FOR HELP IN CHEMICAL EMERGENCIES INVOLVING SPILL, LEAK, FIRE, OR EXPOSRE CALL TOLL FREE DAY OR NIGHT 1-800-424-9300

(the word carrier being understood throughout the contents as measuring any person or convention, in the second carrier being understood throughout the contents as measuring any person or convention, in the second carrier of an extra person or convention is not to be a second carrier or and or any of used property of wear of or any person or convention of second carrier or an extra person of the content of a second carrier or an extra person of the content or an extra person person person person or an extra person perso

1982313

289471

Product(s)	Product Description	НМ	Pkgs (Cs)		Palle	ts FC	Gross We	eight
	Not Regulated HELENA LATIGO BOLD 4X1 GAL		720 Cases of Lot:	AM24A0022	15	60	31,968	LBS
			240 Cases of Lot:	AM24A0025	5	60	10,656	LBS

Bill Freight To:
Albaugh c/o Trinity Logistics, Inc
PO Box 1620
Seaford, DE 19973

PLACARDS: YES[] NO P QTY	TYPE Total 960	20.0 42,6	24 LBS					
If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."  Shipper's imprint in lieu of stamp; not part of Bill of Lading approved by the Interstate Commerce Commission.	NOTE - Where the rate is dependent on value, ship to state specifically in writing the agreed or declare property. The agreed or declared value of the prop specifically stated by the shipper to be not exceeding the per	d value of the erty is hereby						
Signature:  Signature:  Signature:  THIS STO 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 REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION								
9 1-90-24	Roberto 01-30-		-					
Signature of Shipper Date	Signature of Driver Date	Signature of Customer	Date					

## **BILL OF LADING**

ALBAUGH - SAINT JOSEPH PLANT Consignor 4900 STOCKYARDS EXPRESSWAY Contact Phone : SAINT JOSEPH, MO 64504 (515) 964-9444 USA HELENA Consignee 7539 HESPER RD Contact Phone BILLINGS, MT 59106 4066562320

CARRIER:

Royal

Load Type: PENDING

758

PRO#

TRAILER# SEAL#

289471 1982313 BOL

25264

Ship Date

1/30/24

Customer PO#

2655847

Customer#

1005

SO#

0000346365

FOR HELP IN CHEMICAL EMERGENCIES INVOLVING SPILL, LEAK, FIRE, OR EXPOSRE CALL TOLL FREE DAY OR NIGHT 1-800-424-9300

Truck #

Description	Product Decembring	НМ	Pkgs (Cs)		Pallets FC		Gross Weight	
Product(s) 50714HE0041	Product Description  Not Regulated HELENA LATIGO BOLD 4X1 GAL	7:	720 Cases of Lot:	AM24A0022	15	60	31,968	LBS
	THE ELECTION DOLL THE BEAUTY OF THE PARTY OF		240 Cases of Lot:	AM24A0025	5	60	10,656	LBS

Bill Freight To: Albaugh c/o Trinity Logistics, Inc PO Box 1620 Seaford, DE 19973

PLACARDS: YES[] NO P QTY	TYPE Total 960	20.0	42,624	LBS
law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." Shipper's imprint in lieu of stamp; not part of Bill of Lading approved.	Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consigner without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery without payment of treight and all other lavels!	to state specifically in writing the agree	ed or declared value a of the property is !	of the

THIS ATO 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 REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION

Signature of Shipper

Date

Roberto

01-30-74 UBy 2-1-24

Date