

**Bill to:**

England Logistics

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,

Invoice Date: 02/05/2024

Invoice #: 12477209

Terms: NET 30

Due Date: 03/05/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
02/02/2024		3565 Chadwick drive, Dunkirk, NY, USA - 2101 Lithonia Industrial Blvd, Lithonia, GA 30058, USA			
			1	\$2,180.00	\$2,180.00

TOTAL
\$2,180.00

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

Trailer and Seal Integrity Acknowledgement

Page 1

England
LOGISTICS



Sign and Return to:
Shari Anderson
sanderson@englandlogistics.com
(800) 453-0064
Authorized Agent:

Order No: 12477209

CARRIER	ROYAL3 INC CHICAGO	IL 60638	Contact: MILO	Date: 01/31/2024 1147 Phone: (630) 485-7370
PU 1	Dunkirk	NY 14048		Date: 02/02/2024 1200
SO 2	LITHONIA	GA 30058		Date: 02/05/2024 0800 02/05/2024 1100

The motor carrier listed below ("carrier") hereby acknowledges that it has agreed to transport cargo for one of England Logistics, Inc.'s ("EL") customers ("Customer").

Due to the nature of Customer's cargo (which is normally sensitive food product) and the ultimate consumers of such cargo, the cargo must be absolutely protected from risks of contamination, bio-terrorism, exposure to elements, commingling and other risk. Accordingly, trailers must be food grade with no damage, holes, rust, debris or odors and TRAILER AND SEAL INTEGRITY TO PROTECT THE CARGO IS AN ABSOLUTE MUST. For these reasons, Customer almost always photographs and in many instances videos the loading and unloading of cargo. This includes photos of the interior and exterior of the trailers at origin/pick-up and destination, including photos of the trailer number (interior and exterior), placement and position of pallets and cargo, trailer license plate numbers, trailer characteristics, doors, latches, and the seal placed on the trailer.

CARRIER ACKNOWLEDGES AND AGREES THAT IT WILL NOT, UNDER ANY CIRCUMSTANCE WHATSOEVER, COMPROMISE THE INTEGRITY OF THE TRAILER OR THE SEAL BY DOING ANYTHING, SUCH AS:

1. BREAKING THE SEAL;
2. REMOVING THE TRAILER DOOR (WITH OR WITHOUT BREAKING THE SEAL) AND ENTERING INTO THE TRAILER;
3. REMOVING THE LATCH ON THE TRAILER IN ORDER TO ENTER, WHILE KEEPING THE SEAL INTACT;
4. COMMINGLE UNAUTHORIZED PRODUCT WITH THE ASSIGNED CARGO FROM CUSTOMER OR,
5. OTHERWISE ENTER INTO THE TRAILER IN ANY WAY WHATSOEVER ONCE THE TRAILER IS SEALED AT ORIGIN, (EXCEPT AS MAY BE OTHERWISE REQUIRED BY LAW).

EVEN IF THE CARGO TENDERED BY CUSTOMER DOES NOT COMPLETELY FILL THE TRAILER, CARRIER WILL NOT OPEN THE TRAILER, BREAK THE SEAL OR OTHERWISE ENTER INTO THE TRAILER FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE PURPOSE OF LOADING ADDITIONAL CARGO INTO THE TRAILER.

Carrier acknowledges that any entering into the trailer, breaking of seal or otherwise compromising the sealed nature of the trailer will result in Carrier's liability for the full invoice value of the cargo, whether the cargo is actually lost, damaged or stolen. For purposes of transporting this or any other load of cargo for Customer, Carrier waives any rights it has under 49 U.S.C. § 14706 (Carmack Amendment) for purposes of liability for cargo loss, damage and/or theft, as such waiver is allowed by and pursuant to 49 U.S.C. § 14101.

Zigi Freight INC dba Royal3

Dated this 31st day of January 20 24.

CARRIER NAME

By: Milo Morrison

Title: dispatcher

England
LOGISTICS



Carrier Rate Confirmation

FOR LOAD QUESTIONS

Contact: Shari Anderson
sanderson@englandlogistics.com
(800) 453-0064
Authorized Agent:

AFTER LOAD IS DELIVERED

Send invoices to:
elcp@englandlogistics.com
Questions: (866) 476-7011



Order No: 12477209

Please include order number in subject line of email

CARRIER	ROYAL3 INC CHICAGO	IL 60638	Phone: (630) 485-7370 Contact: MILO	Date: 01/31/2024 1146
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DETAILS	Commodity: FOOD - pea starch	Trailer: Van or Reefer
	Temp: to	Weight: 41887.0
	Cycle Type:	Pallets:
	Cases/Pieces: 19	

PU 1	Dunkirk	NY 14048	Date: 02/02/2024 1200
Driver Load: NT			

SO 2	LITHONIA	GA 30058	Date: 02/05/2024 0800 02/05/2024 1100
Driver Load: NT			

Pick-up and delivery addresses, contact info and specific load information will be provided separately

PAYMENT	Carrier Freight Pay:	\$2,030.00 X 1.0000 =	\$2,030.00
	Load Tracking Tool Used		\$150.00
	Total Carrier Pay:		\$2,180.00

Please note: If paid by either piece count or weight, payment will be adjusted based on actuals.

INSTRUCTIONS

Emsland America C/O WAVEPOINT - GLAL5: The trailer MUST BE SEALED by THE SHIPPER and THE SHIPPER MUST document the SEAL# on the Bill of Lading BEFORE the driver leaves. No exceptions! *** Carrier or its driver(s) must not remove or break any seal(s) placed by the shipper for any reason, except in the immediate presence of and being accompanied by authorized representatives of the receiver in doing so. Doing so will likely result in a claim being asserted against the carrier by the shipper or a receiver.

Emsland America C/O WAVEPOINT - GLAL5: FOOD GRADE, EXTREMELY CLEAN, COMPLETELY DRY, GLASS FREE, ODOR FREE, INSECT FREE, COMPLETELY EMPTY trailer ONLY!!

NO GLASS, NO Metal Shavings, NO Bugs, NO Holes (no gaps, no daylight in trailer), NO Leaks, NO Smells, NO Water, NO Oil Stains, NO Debris of any kind, ect.
EXTREMELY IMPORTANT!!

PLEASE HAVE YOUR DRIVER THOROUGHLY INSPECT THE TRAILER PRIOR TO CHECKING IN AT THE SHIPPER!!
THANK YOU!!

The trailer MUST be SEALED BY THE SHIPPER!!!!!! * DRIVER MUST NOT LEAVE THE SHIPPER WITHOUT THE TRAILER BEING SEALED BY THE SHIPPER!!!!!! * Do NOT BREAK SEAL(s) for any reason!!!!!! * A BROKEN SEAL results in a CLAIM *** This is a FOOD shipment ***

The seal number(s) MUST be documented on the Bill of Lading by the shipper!!

The carrier must make sure that each of the carrier's employees that will be involved in the transportation of this shipment know the proper seal criteria and protocol as outlined in this document and in the TRAILER & SEAL INTEGRITY ACKNOWLEDGMENT form signed by the carrier.

ONLY THE RECEIVER CAN BREAK THE SEAL, ABSOLUTELY NO EXCEPTION!!!!!! DRIVERS DO NOT BREAK THE SEAL FOR ANY REASON!!!!!! *** Carrier or its driver(s) must not remove or break any seal(s) placed by the shipper for any reason, except in the immediate presence of and being accompanied by authorized representatives of the receiver in doing so. Doing so will likely result in a claim being asserted against the carrier by the shipper or a receiver. The seal number(s) must be listed on the bill(s) of lading.

***** SPECIAL INSECT AWARENESS NOTE (for warm climates) *****

*** PLEASE MAKE SURE THAT THE DRIVER INSPECTS THE TRAILER EXTRA CAREFULLY FOR ANY TYPE OF INSECTS. TRAILERS MUST BE COMPLETELY INSECT FREE!!

*** PLEASE DO NOT THE PARK TRAILER WHERE WEEDS, GRASS, BUSHES OR TREES CAN TOUCH THE TRAILER to help protect from INSECTS!!

DETENTION POLICY: In order to process detention, the carrier MUST NOTIFY England Logistics PRIOR to free time expiration that their truck is still not loaded / unloaded at that point. PLUS the arrival and departure times MUST be properly documented by the shipper / receiver on the BOL with a separate additional signature (or initials) from the person at the shipper / receiver adjacent to the times on the BOL specific for time verification (the times cannot just be written in at the standard shipper / receiver signature spot on the BOL) . Without notification prior to free time expiration, and / or the arrival and departure times properly documented, England Logistics will not be able to process detention. Your cooperation in this matter is greatly appreciated.

*** Detention starts after 2 hours with a set app't. @ \$30 per hour.

*** Detention starts after 4 hours on a FCFS shippers and receivers @ \$30 per hour.

Please sign & send back.

Thank you, Shari

AGREEMENT PART 1 OF 2

- CARRIER shall invoice England Logistics, Inc. ("EL") for CARRIER's charges, as mutually agreed in writing, electronic means or via EL's Rate Confirmation. Invoices and supporting documents must be sent to elcp@englandlogistics.com within 7 days of delivery of the subject load. EL will pay CARRIER only after EL receives legible copies of the bill of lading, any other proof of delivery, a signed copy of this Rate Confirmation and any other documents pertaining to this load reasonably requested by EL. CARRIER's failure to comply with these terms may result in deductions, including deductions of up to \$150 for failure to timely submit invoices to EL, and may further lead to EL not tendering further loads to CARRIER.
- EL will schedule all appointments at origin(s) and destination(s) of the load. Shippers and/or consignees frequently deduct pay from EL for CARRIER missing appointments. EL reserves its rights to seek indemnification from CARRIER and deduct such customer deductions from CARRIER's pay or to exercise other similar remedies.
- CARRIER should reference "England Logistics" at check-in at origin and/or destination. CARRIER's name and MC# should appear on the Bill of Lading (BOL).
- **CARRIER AGREES THAT UNDER NO CIRCUMSTANCE WILL IT RE-BROKER, DOUBLE-BROKER, CO-BROKER, SUBCONTRACT, ASSIGN, INTERLINE OR TRANSFER THIS LOAD OR ANY OTHER SHIPMENTS TENDERED TO CARRIER BY EL. CARRIER WILL TRANSPORT THIS LOAD AND ALL OTHER SHIPMENTS TENDERED TO CARRIER BY EL UNDER CARRIER'S OWN MOTOR CARRIER AUTHORITY.**
- Do Not Break The Seal! Shipper must witness placement of seal on trailer at origin and consignees/receiver must witness removal of seal. List seal # on BOL.
- Temp Controlled Freight: Always pre-cool Trailer. CARRIER must verify that the temperature(s) ("temp.") listed above matches temp. listed on the BOL. If any discrepancies, CARRIER must contact EL immediately. Temp. on the BOL govern and prevail. If shipper/consignee allows, pulp product for temp at pick-up and delivery.
- CARRIER must comply with all food safety regulations, such as and including sanitation, temp. and seal requirements, including those set forth in 21 C.F.R. § 1.900, et seq. and in EL's Food and Safety Policy & Procedures available at englandlogistics.com/terms-conditions/ (near the bottom of Terms & Conditions)
- CARRIER will provide progress reports and updates. On request by EL, CARRIER will provide such reports/updates using tracking applications ("Apps"), such as Trucker Tools®. Use of such Apps and technology improves safety and efficiency, such as reducing the need for or number of check calls, carrier interruption and respective personnel time. Thus, EL will pay a greater amount to CARRIER if CARRIER uses a track and trace solution specified by EL. Such increased pay is reflected separately above. EL may require check calls up to twice (between 08:00 and 15:00 hrs) each transit day and at each pick-up and each delivery. Use of tracking Apps/solutions and progress reporting is for informational purposes only. CARRIER controls the means by which it performs its duties and transportation of the load.
- Lumper, detention, load/unload services, etc. will only be reimbursed if preapproved by EL and documented by an amended EL Rate Con. Receipts required.
- By accepting the above-referenced load for transport, CARRIER warrants and represents that its driver(s) can pick-up the cargo at the specified date(s) and time(s) range(s) at the designated location(s) and can safely and timely deliver the load at the designated destination(s) at the specified date(s) and time(s) range(s) without violating any Federal Motor Carrier Safety Regulations ("FMCSR"), including, without limitation, any FMCSRs pertaining to hours of service ("HOS") and in compliance with all other applicable state, federal and/or local laws and regulations.
- CARRIER agrees that its driver will verify the pallet count and will exchange the proper number of pallets. Providing less than the required number of pallets may result in a \$25.00 charge per pallet.
- If this load will be transported within or through the State of California using refrigerated equipment, CARRIER shall only utilize equipment which is in full compliance with the California Air Resources Board ("CARB") TRU ATCM in-use regulations and will comply with all other CARB TRU ATCM and other requirements.

AGREEMENT PART 2 OF 2

- England Logistics, Inc.'s street address is: 1325 S. 4700 W., Salt Lake City, UT 84104. The name, phone no., email address and other contact information above is for communication and billing purposes.
- Vehicles with a GVWR greater than 8500 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>
- By accepting for transport the above-described load, CARRIER warrants, represents and certifies that CARRIER is either: a) listed on the CARB Advanced Clean Fleets webpage as a "compliant fleet;" or, b) CARRIER is not subject to the High Priority and Federal Fleets regulations in Title 13, California Code of Regulations, Sections 2015 through 2015.6, the State and Local Government Fleets regulations in Title 13, California Code of Regulations, Sections 2013 through 2013.4, and the Drayage Fleet Requirements regulations in Title 13, California Code of Regulations, Sections 2014 through 2014.2.
- Should CARRIER fail to sign and return this Rate Confirmation, CARRIER agrees that its accepting and transporting the load, constitutes its acceptance of all of the terms and conditions contained herein and in the Broker-Carrier Agreement between EL and CARRIER.

Please sign and email back to: Shari Anderson

X_____

Milo Morrison

Date: 02/02/2024

Page 1

Bill Of Lading

SHIP FROM

Name: Wavepoint 3pl
Address: 3565 Chadwick Drive
City/State/Zip: Dunkirk, NY 14048
SID Number: 0000000787

FOB: ☐

Bill of Lading Number:

0000000787



(402) 0000000787

SHIP TO

Name: Griffith Foods Inc
Address: 2101 Lithonia Industrial BLVD
City/State/Zip: Lithonia, GA 30058
CID Number

FOB: ☐

CARRIER NAME:

Trailer Number: W97973
Seal Number(s): 56327400

SCAC:

Pro Number:

THIRD PARTY FREIGHT CHARGES BILL TO:

Name: Emsland America Inc
Address: 25 South Main Street #130
City/State/Zip: Yardley, PA 19067

SPECIAL INSTRUCTIONS:

Master Bill of Lading: null

Freight Charge Terms: (freight Charges are prepaid unless marked otherwise)

Prepaid ☐Collect: ☐3rd Party ☐☐ Master Bill of Lading: with attached underlying Bills of Lading

CUSTOMER ORDER INFORMATION

CUSTOMER ORDER NUMBER	PKGS	WEIGHT	PALLET/SLIP		ADDITIONAL SHIPPER INFO
SO59388-2200013142	19.0	41800.0	Y	N	Pea Starch #1000049734
GRAND TOTAL	19.0	41800.0			

CARRIER INFORMATION:

HANDLING UNIT		PACKAGE		WEIGHT	HM (X)	COMMODITY DESCRIPTION <small>Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Section 2(e) of NMFC Item 360</small>	LTL ONLY	
QTY	TYPE	QTY	TYPE				NMFC Number	CLASS
2	CASE	19.0	BG	41800.0				
2		19		41800		GRAND TOTAL		

Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: "The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____"

COD Amount: \$

Fee Terms:

Collect: ☐Prepaid ☐Customer check acceptable: ☐

NOTE Liability Limitation for loss or damage in the shipment may be applicable. See 49 U.S.C. - 14706(c)(1)(A) and (B).

RECEIVED, subject to individually determined rules or conducts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rules, classifications and rules that have been established by the carrier and are available to the shipper, on request. The shipper hereby certifies that he/she is familiar with all the terms and conditions of the NMFC Uniform Straight Bill of Lading including those on the back hereof, and the said terms and conditions are hereby agreed to by the shipper and accepted for him/herself and his/her assigns.

SHIPPER SIGNATURE/DATE

This is to certify that the above named materials are property classified, described, packaged, marked and labeled, and are in proper condition of transportation according to the applicable regulations of the U.S. DOT.

Trailer Loaded:

☒ By Shipper☐ By Driver

Freight Counted:

☒ By Shipper☐ By Driver/Pallets said to contain☐ By Driver/Pieces

CARRIER SIGNATURE/PICKUP DATE

Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the U.S. DOT emergency response guidebook or equivalent documentation in the vehicle.

[Signature] 2/2/24

Date: 02/02/2024

Bill Of Lading

Page 1

SHIP FROM

Name: Wavepoint 3pl
Address: 3565 Chadwick Drive
City/State/Zip: Dunkirk, NY 14048
SID Number: 0000000787

FOB: ☐

Bill of Lading Number:

0000000787



(402) 0000000787

SHIP TO

Name: Griffith Foods Inc
Address: 2101 Lithonia Industrial BLVD
City/State/Zip: Lithonia, GA 30058
CID Number

FOB: ☐

CARRIER NAME:

Trailer Number: W97973

Seal Number(s): 56327400

SCAC:

Pro Number:

THIRD PARTY FREIGHT CHARGES BILL TO:

Name: Emsland America Inc
Address: 25 South Main Street #130
City/State/Zip: Yardley, PA 19067

SPECIAL INSTRUCTIONS:

Master Bill of Lading:null

Freight Charge Terms: (freight Charges are prepaid unless marked otherwise)

Prepaid ☐Collect: ☐3rd Party ☐☐ Master Bill of Lading: with attached underlying Bills of Lading

CUSTOMER ORDER INFORMATION

CUSTOMER ORDER NUMBER	PKGS	WEIGHT	PALLET/SLIP		ADDITIONAL SHIPPER INFO
SO59388-2200013142	19.0	41800.0	Y	N	Pea Starch #1000049734
GRAND TOTAL	19.0	41800.0			

CARRIER INFORMATION:

HANDLING UNIT		PACKAGE		WEIGHT	HM (X)	COMMODITY DESCRIPTION <small>Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Section 2(e) of NMFC Item 360</small>	LTL ONLY	
QTY	TYPE	QTY	TYPE				NMFC Number	CLASS
2	CASE	19.0	BG	41800.0				
2		19		41800		GRAND TOTAL		

Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: "The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____"

COD Amount: \$

Fee Terms:

Collect: ☐Prepaid ☐Customer check acceptable: ☐

NOTE Liability Limitation for loss or damage in the shipment may be applicable. See 49 U.S.C. - 14706(c)(1)(A) and (B).

RECEIVED, subject to individually determined rules or conducts that have been agreed upon in writing between the carrier and shipper. If applicable, otherwise to the rules, classifications and rules that have been established by the carrier and are available to the shipper, on request. The shipper hereby certifies that he/she is familiar with all the items and conditions of the NMFC Uniform Straight Bill of Lading including those on the back hereof, and the said items and conditions are hereby agreed to by the shipper and accepted for him/herself and his/her assigns.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Shipper Signature

SHIPPER SIGNATURE/DATE

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition of transportation according to the applicable regulations of the U.S. DOT.

Trailer Loaded:

☒ By Shipper☐ By Driver

Freight Counted:

☒ By Shipper☐ By Driver/Pallets said to contain☐ By Driver/Pieces

CARRIER SIGNATURE/PICKUP DATE

Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the U.S. DOT emergency response guidebook or equivalent documentation in the vehicle.

[Signature] 2/2/24

received by: P. Yang
2/15/24