



**Bill to:**  
COYOTE LOGISTICS , LLC  
191 E.DEERPATH ROAD,  
Lake Forest,  
IL,  
60045

Invoice Date: 02/05/2024  
Invoice #: 30755223  
Terms: NET 30  
Due Date: 03/05/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
02/03/2024		2219 West College Avenue, Normal, IL, USA - 201 Technology Dr, Arkadelphia, AR 71923, USA			
			1	\$1,400.00	\$1,400.00

<b>TOTAL</b>
\$1,400.00

**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**



# Rate Confirmation Load 30755223

Send invoices to:  
[CarrierInvoices@coyote.com](mailto:CarrierInvoices@coyote.com)  
960 Northpoint Parkway  
Suite 150  
Alpharetta, GA 30005

877-6COYOTE  
(877-626-9683)

## Cust Requirements

Equipment	Van, 53'
Pre Cooled Temp	None
Load Temp	None
Tarps	Undefined
Value	\$100,000

## Booked By

Jared Soderholm  
Jared.Soderholm@coyote.com  
Phone: +1 (773) 365 6497  
x2228  
Fax: +1 (773) 365 7804



## Get CoyoteGO Today!

- Dispatch
- Send updates
- Check in
- Submit paperwork

*Available for An-  
droid or iPhone,  
at App Store or  
Google Play*

## Load Requirements

Tech Tracking Required Repair Receipt Required For Breakdowns Seal

## Equipment Requirements

No Reefer

## Notes

All Van/Container loads MUST be sealed at origin either by shipper or driver with a seal number noted on bill of lading. The driver is responsible for re-sealing the trailer after each pickup/drop on a multi-stop shipment. In the event a shipment that was sealed at origin or after each additional pickup/drop arrives at the destination with a tampered seal or without the seal intact then (i) the Carrier shall be liable for any shortage or damage claims with respect to such shipment and (ii) the shipper shall have the right, in its sole discretion, to deem the entire shipment damaged, adulterated/contaminated and unsalvageable, without the need for any inspection and the Carrier shall be liable for the full value of the shipment. Carrier is required to weigh shipment within 50 miles of departing each shipper. If carrier fails to weigh shipment within 50 miles of departing each shipper, any citations/expenses incurred due to the equipment and/or shipment weight will be the carrier's sole responsibility. Carrier must meet and comply to shipper requirements at the facility. All drivers must wear masks or facial coverings to the extent required by laws or facilities. **Carrier must be in full compliance with the Food Safety Modernization Act (FSMA), if applicable. By accepting the shipment, Carrier agrees that the driver has consented to receiving text messages and/or phone calls from or on behalf of Coyote.**

Approval for payment of detention is contingent upon the following eligibility requirements:

- 1) Carrier must report facility departure time and total detention hours within 24 hours of shipment delivery at the final facility.
- 2) Carrier must provide proof of the on time arrival and departure times in the form of a BOL or other shipping document with arrival and departure times notated by facility within 24 hours of shipment delivery at final facility.

## Route Directions

Carrier acknowledges that any routing instructions from the shipper herein are being provided for convenience only, and the Carrier may choose the route.

## Signature Line

By signing below, BRZ agrees to the terms and conditions set forth below and provided herewith, if any.



# Rate Confirmation

## Load 30755223

### Stop 1: Pick Up

Pick Up SH0283319 Numbers	Appointment Scheduled For Sat 02/03/2024 at 17:00	Facility Notes TONU'S DENIED IF DRIVER LEAVES WITHOUT APPROVAL --READ ALL LOAD NOTES! --DO NOT ARRIVE EARLY TO APPT --Tech tracking required and strictly enforced. Must update in/out times within 30 minutes of arrival/departure.
Confirmation None Numbers	Driver Work No Touch	
Facility SC2, Supply Chain Services & Solutions		
Address 2219 W COLLEGE AVE Normal, IL 61761-2375	SLIC N/A	--READ ALL LOAD NOTES! -- DO NOT ARRIVE EARLY TO THE APPT --Need driver to be fully empty 4 hours before pickup appt -- Driver responsible for confirming LD number on BOL matches rate con --DO NOT CONTACT CUSTOMER DIRECTLY FOR UPDATES. --53 foot dry van required.
Contact None Phone +1 (309) 677 5980		

### Stop 1 Requirements

Strict Appt No Early Deliveries Carrier Cannot Contact Facility

Commodity	Exp Wt	Pieces
Plastic Trays/Lids	12,400 Lbs	10

### Stop 2: Delivery

Delivery None Numbers	Appointment Scheduled For Mon 02/05/2024 at 08:00	Facility Notes --DO NOT CONTACT CUSTOMER DIRECTLY FOR UPDATES. --Strict appointment time. DO NOT ARRIVE EARLY TO THE APPT --Detention must be reported 30 minutes prior to entering (2 free hours). Carrier must submit POD with signed in/out times for detention approval. --POD must be submitted to Coyote within 6 hours of delivery.
Confirmation None Numbers	Driver Work No Touch	
Facility SGL Technologies LLC		
Address 201 TECHNOLOGY DR Arkadelphia, AR 71923- 8852	SLIC N/A	
Contact None Phone +1 (000) 000 0000		

### Stop 2 Requirements

No Early Deliveries \$200 Late Fee Carrier Cannot Contact Facility No Onsite Parking Paperwork Required Within 24 Hours

Commodity	Exp Wt	Pieces
Plastic Trays/Lids	12,400 Lbs	10



# Rate Confirmation

## Load 30755223

### Charges

Description	Units	Per	Amount
Fuel Surcharge	576.00	\$0.490	\$282.24
Flat Rate	1.00	\$1,167.760	\$1,167.76
Total			USD \$1,450.00

### Contact

Send invoices to:  
**960 Northpoint Parkway  
Suite 150  
Alpharetta, GA 30005**

Please contact Coyote  
at 877-626-9683 if the  
charges are incorrect.

### Agreement

Carrier Riki Transportation Inc  
USDOT 3119062  
Phone None  
Email [marcus@rtbrz.com](mailto:marcus@rtbrz.com)  
Fax None

Broker Coyote Logistics, LLC  
Rep Jared Soderholm  
Title Sales Rep  
Phone +1 (773) 365 6497 x2228  
Fax +1 (773) 365 7804  
Date 02/01/2024 12:10

*By signing below, BRZ agrees to the terms and conditions set forth below and provided herewith, if any.*

\_\_\_\_\_  
Name and Title (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**PLEASE SIGN THIS AGREEMENT AND EMAIL TO [Jared.Soderholm@coyote.com](mailto:Jared.Soderholm@coyote.com)**

Coyote Logistics, LLC is an Equal Opportunity Employer



# Rate Confirmation

# Load 30755223

## Terms and Conditions

The Broker-Carrier Agreement or Carrier Agreement (in each case, the "Agreement") between Coyote Logistics, LLC, a Licensed Property Broker - USDOT # 2236410, and BRZ is amended by the verbal agreement between Jared Soderholm of Coyote Logistics, LLC hereafter referred to as BROKER, and Marcus of BRZ hereafter referred to as CARRIER, dated 02/01/2024.

This confirmation is subject to the terms of the Agreement and this document constitutes an amendment thereto. If the CARRIER has not signed the Agreement, then the rate shown above is the agreed individually negotiated rate and no other rate shall apply including any carrier tariff rate or terms.

THIS LOAD SHALL NOT BE DOUBLE BROKERED. No additional charges not listed above may be added by the CARRIER. Any additional charges must appear on a revised confirmation sheet signed by the BROKER. CARRIER must include signed copy of the shipper's bill of lading and any other proof of delivery with invoice to BROKER. Rates, except as specifically designated above, are inclusive of any fuel surcharge. CARRIER certifies that it is in compliance with all requirements of the California Air Resources Board (CARB) that are applicable to the scope of CARRIER's operations, including, but not limited to: Statewide Truck and Bus Regulations, Transport Refrigeration Unit (TRU) Regulations, Tractor-Trailer Greenhouse (GHG) Gas Regulations, and Drayage Truck Regulations. CARRIER also warrants that it is in compliance with any comparable requirements of the Environmental Protection Agency (EPA) and other states, where applicable. CARRIER shall be responsible for any fines imposed on BROKER and/or shipper resulting from noncompliance.

CARRIER hereby confirms that it maintains applicable and valid insurance without exclusions that would prevent coverage for the items listed above. CARRIER has at least \$100,000.00 in cargo insurance and \$1,000,000.00 in automobile liability coverage. CARRIER further confirms that in transporting the shipment described hereinabove, it will comply with all U.S. DOT and FDA regulations applicable to its operations while transporting said shipment, including, but not limited to drivers' hours of service, and the Food Safety Modernization Act (FSMA), if applicable. CARRIER agrees to the attached requirements from the shipper, if any.

### **ALL LOADS ARE SUBJECT TO ELECTRONIC TRACKING**

By accepting this shipment, CARRIER agrees that it has obtained a written agreement from each driver transporting a shipment tendered by BROKER to CARRIER pursuant to the Agreement in which each driver provides all necessary consents to (i) receiving text messages and/or phone calls from or on behalf of BROKER and (ii) allowing BROKER or its vendor to track such driver's location while transporting such 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 (including attorneys' fees) arising out of or in connection with CARRIER's breach of this Section. This Section shall survive the expiration or termination of the Agreement between BROKER and CARRIER.

**Operating Parameters  
Rivian Automotive, Inc**

**Carrier shall adhere to the following customer requirements.**

**SERVICE LEVEL TERMS AND CONDITIONS**

Carrier's performance of the Services shall at all times comply with the following performance standards set forth in these Service Level Terms and Conditions.

**1. Transport Management and Planning.** Carrier's operational working process shall ensure that the Services are on-going and not constrained or disrupted due to disturbances and fluctuations in Shipper's production output or for any other reason. Capacity planning for Carrier's equipment must be executed and communicated in a timely manner, by way of example, including but not limited to, ahead of upcoming bank holidays, scheduled maintenance, office closures, and driver shortages. Carrier shall notify Broker who will notify Shipper of transport status, estimated departure times (ETD), estimated arrival times (ETA), as well as actual departure and arrival/unload times. Carrier must, without delay and based on Carrier's commercially reasonable judgment, inform Broker/Shipper of circumstances that might jeopardize the execution of a delivery which is not according to the last updated ETD or ETA. Under such circumstances, Carrier shall propose a revised delivery schedule, which shall not be deemed a waiver by Carrier of any available remedies with respect to the delay in delivery.

Shipper reserves the right, at their expense, to engage a third-party transportation management provider to manage, among other things, the provision of Services by Carrier. Carrier shall respond to any informational requests and operational planning communications of such third-party transportation management provider on a timely and accurate basis.

**(a) Delivery Requirements:**

- (i) Shipper will tender units to Broker via electronic means as specified by Broker.
- (ii) Carrier must have electronic proof of delivery (EPOD) capability and must be able to provide delivery receipts to Shipper upon request.
- (iii) If Carrier advises of a late arrival during transit, Carrier must implement commercially reasonable measures to accelerate the over the road transport (e.g., add a second driver, divert the truck, or commit to an alternate route), with all such costs the responsibility of Carrier except in the event such delay was caused by Shipper's, its customers' or suppliers' negligence or willful misconduct. Notwithstanding the foregoing, nothing in this provision shall be interpreted as requiring a driver to perform Services in violation of any applicable safety regulations.
- (iv) In case of emergencies and/or escalation of service failures it must always be possible to contact Carrier via phone or email twenty-four hours a day, seven days a week, and an appropriate Carrier contact shall be provided to Shipper with such availability. Carrier contact lists and emergency contact lists must be provided by Carrier to Broker/Shipper prior to beginning transportation services and updated by Carrier in writing from time to time. Shipper must be notified immediately (but, in any case, no later than six (6) hours) of incident.
- (vii) Carrier shall schedule transportation services with consideration to origin and destination working hours where applicable.

**(b) Reporting of Events Throughout the Distribution Chain:** Carrier shall immediately via electronic means specified by Broker/Shipper validate and update departure and arrival times and record other events as may be requested in writing by Broker/Shipper. The event status will be used to measure Carrier's lead time performance. Event reporting shall be provided within one hour of the commencement of the physical event.

**(c) Motor Carrier Equipment Requirements:** All equipment of Carrier shall have the ability for the Carrier to apply a trailer or container seal upon Shipper's request.

**(d) Contingency Planning:**

- (i) Transportation and business risks, including but not limited to, major quality holds, applicable environmental regulations, strikes affecting either Carrier, communication/IT-system breakdowns, interruptions, and/or outages, damage or destruction to infrastructure etc. must be addressed in a contingency plan, which shall be executed in a timely manner upon the occurrence of any interruption.

(ii) Execution of contingency plans of actions required must be managed by Carrier and in close coordination and agreement with Broker/Shipper. If lead times are to be adjusted in accordance with any contingency plan, Carrier must obtain written consent from Broker/Shipper before making any such adjustment.

(e) **Shipment Failures: 5-Why Process Evaluation.** Upon the occurrence of any of the following events, or any time at Shipper's sole discretion, Carrier shall complete a 5-Why Process Evaluation in the form attached, as may be updated by Shipper from time to time, within forty-eight (48) hours of Shipper's request:

- (i) Late pick-up or delivery without notification to customer;
- (ii) Late pick-up or delivery resulting in production downtime;
- (iii) Freight loss or damage due to, for example, Carrier's failure to properly secure parts

(f) **Claims.** Should a claim be filed by the receiving location, either Shipper or a contracted claims processor will notify Broker of the claim who will notify Carrier. A claims adjuster appointed by Shipper will assess damage and prepare a repair estimate.

(g) **Industrial Conflicts Affecting the Transportation Sector:** Carrier shall immediately notify Shipper in writing of any actual, anticipated, or suspected market labor conflicts in the transport sector. Shipper may, at its sole discretion, appoint a contact person to serve as communication link and co-ordinator within Shipper to allocate priorities if needed in the event of any such market conflicts. Carrier shall call for strike meetings in the event of any such actual, anticipated, or suspected market labor conflict in the transport sector and immediately send strike information in writing to the appointed Shipper contact person upon Carrier obtaining such knowledge.

**2. Track and Trace; Event Management.** The purpose of electronic tracking is to provide the customer with accurate and up to date communication on the status of all loads.

(a) **Tracking Method:** Carrier shall have Realtime GPS Tracking capabilities with electronic reporting compatibility with Broker who will communicate with Shipper's TMS.

(b) **Carrier On-Time Expectations:** On-time requirements by mode are set forth below, along with updates and process of measurement.

Carrier On-Time Expectations					
Topics	Parcel/LTL	Freight	LCL/FCL	Air Freight	HOT Part Shipments
On-Time	Parcel: 0800-1030 LTL: 0900-1300 Tolerance: +/- 60 minutes	Delivery Window: 60 minutes Tolerance: +/- 30 minutes	Delivery Window: 60 minutes Tolerance: +/- 30 minutes	Delivery Window: 60 minutes Tolerance: +/- 1 hour	Delivery Window: 60 minutes Tolerance: +/- 15 minutes
Calculation -Load Level -Release Level	By date within 2 hour window	By date within 30 minute window	By date within 1 hour window	By date within 1 hour window	By date within 15 minute window
Tracking (Proactive)	Milestone	All GPS	Milestone	Milestone	Real time tracking (Carrier Software) *Applicable for air/ocean shipments on final mile leg
Updates	Provider Tracking	All GPS	Milestone	Milestone	300 miles out - every 60 minutes 100-300 miles out - every 30 minutes <100 miles out - every 30 minutes *Applicable for air/ocean shipments on final mile leg
Measurement KPIs	Rivian seeks to see KPIs, definition, targets, and frequency (daily, weekly, monthly, quarterly, and YTD) "Early" is considered a defect (unless expedited)				
Defects	Rivian seeks to see the process for following up on defects (KPIs missing - by mode/carrier) also tools to follow up (RCCA, 5 why, etc)				
Mexico Cross Border Shipments	Rivian expects milestone/live updates for MX cross border shipments. Rivian's preference for Laredo is the World Trade Bridge and will be keeping track of instances when World Trade Bridge is not used and why. For drayage Rivian's expectation is that carriers dispatch for pickup (to cross border) within 24 hours of receiving broker's e-manifest/DODA.				

(c) **Delayed Shipment Communication:** Carrier shall update Broker via email communication when a delay impacts a requested delivery time by greater than 2 hours. Email communication should be with the LD# and delay details in the subject line.

**3. Safety.** Carrier shall:

- (a) Comply with site-specific Personal Protective Equipment requirements;
- (b) Use of re-treads is prohibited for both tractor and trailer;
- (c) Strictly enforce speed limits; and
- (d) Always keep tractor at a safe distance between other vehicles.

**4. Hazardous Shipments.** Shipper's hazardous shipments shall be facilitated through Shipper's Dangerous Goods team. Any shipment request that comes through Mercury Gate as a hazardous material should be sent to [DangerousGoods@RIVIAN.com](mailto:DangerousGoods@RIVIAN.com) for booking approval. For battery pack shipments, Carrier is required to utilize the battery pack checklist as well as the Dangerous Goods Bill of Lading (the "[Battery Pack Checklist and Dangerous](#)

Goods BOL”).

**5. Environmental Regulations.** Shipper shall inform Carrier of future changes in environmental objectives as identified by Shipper. Carrier shall monitor and prepare for future environmental objectives or requirements issued by Shipper or governmental authorities. Environmental objectives and requirements can affect the scope of the business or more limited areas like equipment, infrastructure, personnel, information etc. Carrier is responsible for fulfilling the requirements stated by Shipper or by governmental authorities and will revert with any commercial or operational impact. In addition, Carrier shall make commercially reasonable efforts to minimize mileage and monitor day to day its business to quality and environment. Carrier must be able to demonstrate these efforts as required by Shipper and/or authorities including:

- (a) Carrier shall report any critical issues to be considered for distribution activities and connected actions regarding the environment.
- (b) Carrier shall provide information about its environmental performance upon request.
- (c) Carrier shall have an open dialogue and cooperate with Shipper concerning adherence, trends and improvements within the environmental area.

**6. Customs Clearance.**

(a) Carrier acknowledges that Shipper's Cargo may include cross-border or other international shipments. Carrier will cooperate with Shipper and Shipper's customs broker(s) (currently Livingston International for the US and Canada, with additional broker(s) to be added at Shippers discretion,) to facilitate border crossings by providing all trade required transportation information in Shipper's transportation system(s) and responding to inquiries from Shipper and/or Shipper's customs broker related to missing data elements or documentation required for import filing. Specifically, Carrier will assist border entry when called upon to do so by: (a) promptly responding to inquiries; (b) providing trade-required transportation information in Shipper's transportation system(s) (e.g. Mercury Gate) either via EDI or through manual entry within the timelines required by Shipper; (c) ensuring the accuracy and timeliness of all documentation and information it prepares or submits; (d) promptly providing Shipper's broker with required transportation documentation, including but not limited to bills of lading, arrival notices, booking information; (e) utilize Shipper and/or broker specified formats as required to facilitate customs clearance; and (f) operating in conformance with all applicable industry practices and industry guidelines that address Carrier's operations. Without limiting the generality of any legal compliance obligations set forth, Carrier shall not export, re-export, resell, ship or divert or cause to be exported, re-exported, resold, shipped, or diverted, directly or indirectly, any Cargo provided pursuant to or derived from services to any prohibited country specified by U.S. export control laws and regulations or to any foreign national, country, end-use, or end-user that requires an export license or other approval. Carrier shall communicate directly with Shipper's customs broker on clearance.

(b) **Inbound Domestic Motor Cargo U.S./Canada Border Crossings.** At the time of pickup, Carrier shall complete and email the "Rivian Border Crossing Cover Sheet" in the form attached hereto as Exhibit 5 to [usimports@livingstonintl.com](mailto:usimports@livingstonintl.com) with [LIINBWestAO@livingstonintl.com](mailto:LIINBWestAO@livingstonintl.com) on copy, together with all commercial documents required to make entry.

(c) **U.S./Mexico Border Crossings.** For cross border transport from Mexico into the United States, Carrier shall complete and email the "Rivian Border Crossing Cover Sheet" in the form attached hereto as Exhibit 5 to [usimports@livingstonintl.com](mailto:usimports@livingstonintl.com), with [rivianlrd@livingstonintl.com](mailto:rivianlrd@livingstonintl.com) on copy, together with all commercial documents required to make entry.

Carrier must demonstrate the ability to track status in real time to demonstrate border crossing security processes, with transportation, customs and tax formalities and border crossing complete within 24 hours or less of freight arriving at the border. Carrier must follow escalation process as required, per Shipper's/Broker's guidance, including after hours and holiday coverage plans.

**7. Inbound International Shipments to Normal, IL Foreign Trade Zone (FTZ).** Shipper's Normal facilities are designated as an FTZ subzone. International freight destined for Shipper's FTZ must move under U.S. Customs



and Border Protection's (CBP) in-bond process from the United States first port of arrival to Shipper's FTZ. Shipper or Shipper's designated customs broker will be responsible for submitting electronic in-bond applications to CBP and providing the necessary in-bond transit documents. Carrier must have a custodial (C2) bond on file with U.S. Customs and Border Protection and must comply with all in-bond regulations. A power of attorney will be required for Shipper's customs broker to obligate the Carrier's bond and Carrier will need to indicate whether they will intend to have Shipper's customs broker electronically report to CBP the arrival of the in-bond to the FTZ or report the arrival themselves within two business days after actual arrival. Carrier shall make all records related to in-bond movements available to the Shipper, if requested, for a period of five (5) years from date of closing of the bond.

**8. International Outbound Shipments from Normal, IL Foreign Trade Zone (FTZ).** International freight shipping from Shipper's FTZ for export must move under CBP's in-bond process from Shipper's FTZ to the U.S. port of export. Shipper will be responsible for submitting electronic in-bond applications to CBP and providing the necessary in-bond transit documents. Carrier must have a custodial (C2) bond on file with U.S. Customs and Border Protection and must comply with all in-bond regulations. Written authorization will be required for Shipper to obligate the Carrier bond, and Carrier will need to indicate whether they will intend to have Shipper electronically report to CBP the arrival of the in-bond at the port of export, and report the export of the in-bond, or perform these tasks themselves. Carrier shall make all records related to in-bond movements available to Shipper, if requested, for a period of five (5) years from date of closing of the bond.

## 5 Why Evaluation

Rivian Shipment ID:

RIVIAN

### RIVIAN 5-WHY TEMPLATE

Define the Problem:

*Why is this happening? (Identify each as something in which you have "no control", "can influence," or can control. Ask as many whys as you need to get to the root cause.) Caution: If your last answer is something you cannot control go back up to previous answer.*

Why?  1

Why?  2

Why?  3

Why?  4

Why?  5

Counter Measure:  
How do we stop this from  
happening again?

### **Operating Responsibilities.**

(a) Carrier shall ensure that its drivers are properly and fully trained, licensed, authorized, permitted, qualified, competent, and instructed in the proper methods to operate the motor vehicles used to safely transport shipments. Specifically, for any transport involving a vehicle that requires a Commercial Drivers' License ("CDL"), it is Carrier's sole responsibility to ensure that each driver is in possession of a valid CDL or equivalent license, not disqualified from driving a commercial motor vehicle under 49 C.F.R. § 383, certified to transport Hazardous Materials (when moving hazardous material as cargo), and otherwise meets all of the physical, training and other qualifications for commercial motor vehicle drivers set forth in the FMCSA regulations or as may be applicable in the jurisdiction of operation and in accordance with industry practices and standards. Carrier and their drivers shall, comply with all rules, policies, and procedures in effect at Shipper or consignee facilities to the maximum extent practicable. By acceptance of a shipment hereunder, Carrier agrees to assign to perform the Services a driver who has sufficient time remaining under the Hours of Service Rules to complete the duties assigned.

(b) Carrier shall at its own expense, provide and maintain at all times while providing service all equipment required to perform the Services in a manner that promotes public safety and shall only use and provide equipment that is (i) clean; (ii) in good operating condition and repair; (iii) in compliance with all federal and/or provincial, state, and local laws, regulations, and rules; and, (iv) suitable and properly configured to safely load, transport, and unload each shipment tendered hereunder; and (v) equipped with an Electronic Logging Device ("ELD") from a provider listed on the FMCSA's ELD Registry. Carrier shall not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. § 261.1 et seq., the Transportation of Dangerous Goods Act, or other similarly applicable laws or regulations.

### **Salvage:**

The determination regarding the acceptability, salvageability, or the adulterated status of shipments shall be within the sole and absolute discretion of Shipper and shall be binding on Carrier. Carrier shall be liable for all costs and expenses associated with mitigation of damages including any inspection, storage, preparation of the Cargo for reshipping, and the reshipping, if applicable. If Shipper elects against salvage, then Carrier will dispose of shipments consistent with any instructions from Shipper.

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Shipper Regulations and Policies. When Carrier's directors, officers, employees, and agents of Carrier, including management and supervisory personnel (collectively, "**Carrier Personnel**") are located at any Shipper-owned site, Carrier Personnel will comply with all of Shipper's applicable policies and procedures, including but not limited to those related to workplace safety, security, and conduct. When Carrier's employees, contractors or agents, including management and supervisory personnel (collectively, "**Subcontractor Personnel**") are located at any Shipper-owned site, Carrier shall comply with, and ensure that Subcontractors Personnel comply with, all of Shipper's applicable policies and procedures, including but not limited to those related to workplace safety, security, and conduct. Carrier will be responsible for all actions of Carrier Personnel and Subcontractor Personnel; Carrier agrees to comply with all regulations and policies at any Shipper-owned site, and Shipper reserves the right to bar employees, representatives or agents of Carrier (including Carrier Personnel) from any Shipper-owned site for failure to observe such regulations and policies.

Discharge. While Carrier Personnel or Subcontractor Personnel are at any Shipper-owned site, Carrier Personnel and Subcontractor Personnel must take all necessary measures to prevent the release of contaminants of all kinds, to prevent any discharge into sanitary sewer system drains, sinks, clean-outs, or sumps, to prevent any discharge into any storm sewer system drain on Shipper-owned sites, and to prevent any chemical spills and/or release of any kind, including hydraulic oil line failures.

**Loading and Securement.** If any shipment is loaded and counted by the Shipper, Carrier will count the Cargo at the first break-bulk point and report damages, overages and shortages via phone to Broker who will report to Shipper and confirm in writing, or Carrier will be liable for all such damages and shortages.

C-TPAT Compliance. For all goods shipped to or from the United States and where otherwise applicable, Carrier and any Subcontractor it uses to perform Services will comply with all applicable provisions, requirements and implementing regulations of the Security and Accountability for Every Port Act signed into law on October 13, 2006, United States Public Law 109-347, also known as the "SAFE Port Act." Such requirements shall include compliance with any voluntary provision thereof, including but not limited to the terms of the Customs-Trade Partnership Against Terrorism program ("C-TPAT"). Although participation in C-TPAT is voluntary under the SAFE Port Act, Carrier agrees that it shall maintain full participation in C-TPAT in providing cross border transportation services to Shipper or its Affiliates. For performance in Canada, Carrier shall hold and maintain signed Partners in Protection memorandum of understanding with the Canadian Border Services Agency that has been certified or otherwise validated by the United States Bureau of Customs and Border Protection as a participant in C-TPAT.

Environmental Compliance. Carrier represents and warrants that it is fully qualified and authorized to arrange transport of Hazardous Materials, and Carrier shall ensure that Subcontractor Personnel, including drivers, have been trained and instructed in the proper method of transporting Hazardous Materials. Carrier shall comply with all applicable laws and regulations with respect to Hazardous Materials, including but not limited to the laws and regulations of The United States Department of Transportation, The United States Occupational Safety and Health Administration, United States Department of Homeland Security, the IMDG Code, and any other applicable laws or regulations. Carrier further agrees that it will ensure that its employees and agents engaged in services ensure that its employees and agents are properly trained to enable them to carry out their responsibilities with regard to the transport of dangerous goods or Hazardous Materials as required by the IMDG Code, or other model or applicable-country dangerous goods regulations.

Carrier's Subcontractor Employees. Carrier, at its sole cost and expense, shall employ in the operation of the Equipment only competent, able and legally licensed personnel and shall ensure that they comply with all applicable laws, rules, regulations and other governmental regulatory requirements, including but not limited to those promulgated by the U.S. Department of Transportation Federal Motor Carrier Safety Administration.

Compliance with U.S. Office of Foreign Asset Control ("OFAC"). Carrier agrees that all Services performed by the Carrier shall be in accordance with all applicable laws, rules, and regulations, including but not limited to OFAC rules, and shall comply with such applicable laws, rules and regulations. Carrier warrants that it, and/or any of its affiliated entities, including parent entity and subsidiaries, if any, (1) are not nationals of, organized under the laws of, registered or incorporated in, or doing business in countries subject to United States economic sanctions, except as permitted by U.S. Law; (2) are not persons, countries, entities or programs designated by the United States government on the list of OFAC sanctions programs or specially designated nationals and blocked persons ("**SDN List**"); and (3) are not acting, directly or indirectly, as agents, or on behalf of, or owned or controlled, in whole or in part, by, a person or entity on the SDN List, or a foreign government subject to United States economic sanctions.

Gratuities/FCPA. Carrier will not offer or provide entertainment, gifts, gratuities, compensation, favors or anything else of value to (i) any officers, employees, or agents of Shipper, (ii) any officers, employees, or agents of the U.S. Government, (iii) any officers, employees, or agents of any other government or political party, or (iv) any candidate for government office, in violation of any Shipper policy, the U.S. Foreign Corrupt Practices Act of 1977 as amended, or any other applicable law of similar effect. Shipper may require Carrier to provide proof that it has implemented internal management controls sufficient to prevent future violations.

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## Claims Process

### Rivian Receiving – Damaged Goods Claim process

**Purpose:** Define process for Rivian Receiving Dock Associates to follow should inbound freight arrive in damaged condition.

#### Types of Freight Damage

APPARENT	Readily visible damage
CONCEALED	Damage not apparent until package is opened/inspected

*The focus of this process is on APPARENT damage*

#### Process:

1. Upon arrival of shipment, the truck driver is to break and provide seal\* (if applicable) along with Bill of Lading (BOL) paperwork to Dock Associate, and then open trailer doors.  
*\*Trailer seals should be closely scrutinized at time of delivery. The seal number must be listed on both the consignee's and delivery carrier's copy of the delivery receipt. If the seal was not intact at the time of delivery, clarification should be given as to whether the seal was broken by an employee of the consignee or the driver. If a seal is broken, its number should be verified from the actual seal itself and not from documents.*
2. Dock Associate is to briefly check the trailer load condition for obvious signs of damage; if no signs are visible, unloading can proceed. If an APPARENT damage condition is noticed, do not unload. Notify Dock Supervisor and communicate the issue to the driver.
3. Take pictures of load condition, blocking and bracing, holes in the roof of the trailer, signs of water damage, etc. as appropriate. Try and include the trailer number in the photos.
4. Dock Associate is to describe any damage both on the consignee's copy of the delivery receipt (BOL) and on the copy retained by the driver. The driver's signature must be obtained as an acknowledgment of the condition of the shipment at the time of delivery. Have the driver also CLEARLY print his/her name as well.
5. Unload trailer and place damaged material in a segregated/designated area – please note all packing materials must be retained until the carrier and/or inspector has had an opportunity to inspect the damage if required. Receipt process should place damaged goods in a 'hold' location to prevent it from being stocked with undamaged material.
6. Complete the Rivian Damaged Goods Claim Form, attach to the damaged material, and return completed copy to Broker who will return to Rivian Logistics ([logistics@rivian.com](mailto:logistics@rivian.com)) for processing (include scanned copy of BOL noting damage as well as photos).
7. If there is the slightest indication of damage to the package it is critical that the Dock Associate open and inspect the contents in the driver's presence before signing the delivery receipt and allowing the driver to depart. If a physical inspection of all packages cannot be made at time of delivery, the receipt should be noted "SUBJECT TO INSPECTION" on both the consignee and delivering carrier's copy.  
*\*All interior and exterior packing materials should be kept until it is decided whether an inspector will view the damaged goods.*

Based upon Logistics Damage Claim Form information, BOL paperwork, and photos, Logistics will be responsible for filing claim with Carrier, root cause, tracking via KPI, driving resolution and insuring restitution for Rivian.

## Battery Pack Checklist and Dangerous Goods BOL



### BATTERY PACK OUTBOUND CHECKLIST

Date: \_\_\_\_\_

#### CRATE CLOSURE AND LABELING

- 1.1 ☐ Crate lid is secured with 8 (minimum) edge locks, butterfly clasps are locked on removable side
- 1.2 ☐ The Dangerous Goods Bill of Lading (BOL) is provided to requester after transportation is booked - ensure requester has secured DG BOL to the top lid before hand off to carrier
- 1.3 ☐ "Cargo Aircraft Only" and "Class 9 Diamond (with flaming battery)" labels are attached to the front face of the crate (must be on the same side as the UN3480 marking) - see below

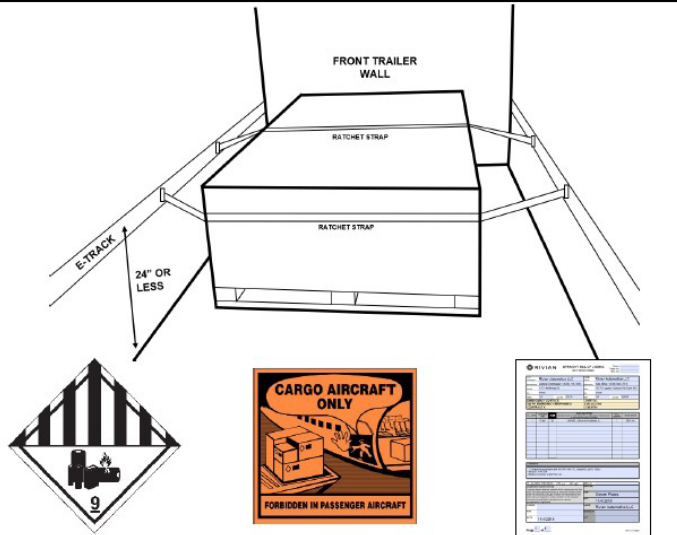
#### SECUREMENT INSIDE TRAILER

- 2.1 ☐ Crate must be secured with 2 straps minimum, from an anchor point less than 24" from the trailer floor
- 2.2 ☐ If load bars are used, only E-track variant is acceptable (tension load bars are not acceptable, unless used in conjunction with the 2 strap minimum outlined above)
- 2.3 ☐ Dangerous Goods transported via Ground must not be transloaded or cross-docked - once load is secured, apply trailer seal to exterior rear door, and document seal # on DG BOL

#### Note:

Battery pack should be tight to the front trailer wall, with 1 ratchet strap on top, and one in the front. Additionally, an E-track compatible load bar can be used for additional security. A tension load bar is not to be used to secure a battery pack under any circumstances.

For ground transportation, ensure there is a Class 9 Diamond label (with flaming battery symbol) as well as a Cargo Aircraft Only label. Both must be placed on the same side of the crate



#### ADDITIONAL DETAILS

PREPARED BY (PRINT):

SIGN:

## Livingston PAPs Cover Sheet



Total # of pages: \_\_\_\_\_

E-mail this sheet together with commercial docs as one complete file to [usimports@livingstonintl.com](mailto:usimports@livingstonintl.com) with [LIINBWestAO@livingstonintl.com](mailto:LIINBWestAO@livingstonintl.com) in copy. Please use a separate cover sheet with documents for each separate shipment.

Or fax documents to 1-877-548-7277

### Pre-arrival notification for RIVIAN AUTOMOTIVE LLC US bound shipments

Livingston account #:	<b>584627</b>	EDI sent:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Rivian Shipment ID		Livingston service team:	<b>DSC- TEAM 8</b>	
Carrier / FF name:				
Contact name:				
Contact phone or e-mail:				

#### Manifest details:

Shipment control # (SCN):		Container:	
Master or airway bill #:		Vessel:	
House bill of lading #:		Flight:	
Carrier code (SCAC):		Manifest qty:	
		Manifest Wt:	

#### ETA at port of arrival:

Date (yyyy/mm/dd):		Est. time of arrival:		AM <input type="checkbox"/>	PM <input type="checkbox"/>
Port of arrival:					
Port of entry:		FIRMS code:			

#### Additional instructions:

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To confirm Customs status, please use one of the following available options:

- On-line shipment tracker application is available 24/7 at <https://track.livingstonintl.com/USA>
- Sign up for automated carrier or importer e-mail notifications with your Livingston service team.
- **1<sup>ST</sup> Point of Contact:** Livingston's driver contact center 1-866-548-7277; available 24/7
- **2<sup>nd</sup> Point of Contact:** Rivian Trade Compliance (734) 228-9034, for urgent compliance support as needed.

To minimize any potential delay or penalty, please ensure:

1. Each shipment is separated by a cover sheet and faxed separately or e-mailed as separated attachments.
2. All required information or documentation is attached and available to Livingston per above, including a copy of your eManifest or AMS filing.
3. Unique Shipment Control Numbers (SCAC & BOL) are noted on each Customs invoice as required
4. Shipments arrive at the U.S. port of arrival indicated above and are not diverted without advance notice
5. Appropriate broker filer code (300 or M76) is included in the ACE e-manifest transmission
6. Customs' acceptance of shipment data has been confirmed prior to arrival at the U.S. port of entry
7. E-mailed documents must be sent as one attachment per shipment
8. Acceptable file formats for e-mail include .bmp; .doc; .docx; .jpeg; .png; .tif; .tiff; .xls; and .xlsx





Poe: 5140263319

BILL OF LADING							
<b>SHIP FROM</b> Name: R-42 INC-SUPERIOR CONSOLIDATED INDUSTRIES IN Address1: 2219 W COLLEGE AVE Address2: City/State/Zip: NORMAL, IL 61751 RICH Contact: CUEZADA LETICIA Phone: 309-303-2841				Bill of Lading Number: 5140263319 PO Number: BAP Return Order Number: MAF-202401300100			
<b>SHIP TO</b> Name: SOL TECHNOLOGY S LLC Address1: 201 TECHNOLOGY DRIVE Address2: City/State/Zip: ARKADIA, PHILADELPHIA 19123 CICR Contact: MICHAEL ZAHNER Phone: 610-353-5555				Carrier Name: COYOTE LOGISTICS Trailer Number: Betal Number(s):  SCAC: CLLO PRO Number: 5140263319 Services: Equipment: 53FT TRUCK			
<b>THIRD PARTY FREIGHT CHARGES BILL TO</b> Name: RYAN, LLC Address: 13250 HAGGERTY RD City/State/Zip: PLYMOUTH, MI 48170				Freight Charge Terms: (freight charges are prepaid unless marked otherwise) Prepaid <input type="checkbox"/> Collect <input type="checkbox"/> 3rd Party <input type="checkbox"/>  <input type="checkbox"/> Master Bill of Lading with attached Underlying Bills of Lading (Check box)			
Special Instructions: Photos are prohibited on premises of all Ryan facilities unless requested by Ryan. Photos for personal or carrier company use are prohibited for all Ryan loads in all instances. Failure to comply will result in immediate removal of the carrier in violation of this rule.							
<b>CUSTOMER ORDER INFORMATION</b>							
PART NUMBER	COMMODITY DESCRIPTION	QUANTITY	WEIGHT	PALLET/SLIP (Circle One)		ADDITIONAL SHIPPER INFO	
R-427008	PACKAGING MATERIAL NUMBER-R-427008	10	10000 LB	Y	N		
GRAND TOTAL		10	10000.000 LB				
<b>CARRIER INFORMATION</b>							
QTY	PACKAGE	TYPE	WEIGHT	H/M(X)	COMMODITY DESCRIPTION	NMFCs	CLASS
10		RETURNABLE CONTAINER	12400 LB		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		125.0
10			12400 LB		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 <input type="checkbox"/> Prepaid <input type="checkbox"/> Customer check acceptable: <input type="checkbox"/>			
NOTE: Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. 14706(c)(1)(A) and (B).				The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.			
RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, 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 thereof, and the said terms and conditions are hereby agreed to by the shipper and accepted for him/herself and his/her assigns.				Shipper Signature:			
SHIPPER SIGNATURE / DATE This is to certify that the above named materials are properly classified, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the DOT. 		CONSIGNEE SIGNATURE / DATE  2-3-24		Freight Counted: <input type="checkbox"/> By Shipper <input type="checkbox"/> By Driver /pallets said to contain <input type="checkbox"/> 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 DOT emergency response guidebook or equivalent documentation in the vehicle. Property described above is received in good order, except as noted. 	





Pro : SH0283319

BILL OF LADING						
Date : 03 Feb 2024						
<b>SHIP FROM</b>						
Name: SC2 INC.-SUPERIOR CONSOLIDATED INDUSTRIES IN			Bill Of Lading Number: SH0283319			
Address1: 2219 W COLLEGE AVE			PO Number:			
Address2:			SAP Return Order Number: MAN-202401300109			
City/State/Zip: NORMAL,IL,61761						
SID#: 56101						
Contact: QUEZADA LETICIA						
Phone: 309-303-2841						
<b>SHIP TO</b>						
Name: SGL TECHNOLOGIES LLC			Carrier Name: COYOTE LOGISTICS			
Address1: 201 TECHNOLOGY DRIVE			Trailer Number:			
Address2:			Seal Number(s): 251822			
City/State/Zip: ARKADELPHIA,AR,71923			SCAC: CLLQ			
CID#: 55463			PRO Number: SH0283319			
Contact: michael zahner			Services:			
Phone: 5555555555			Equipment: 53FT_TRUCK			
<b>THIRD PARTY FREIGHT CHARGES BILL TO</b>						
Name: RIVIAN, LLC			Freight Charge Terms: (freight charges are prepaid unless marked otherwise)			
Address: 13250 HAGGERTY RD			Prepaid <input type="checkbox"/> Collect <input checked="" type="checkbox"/> 3rd Party <input type="checkbox"/>			
City/State/Zip: PLYMOUTH,MI 48170						
Special Instructions:			Master Bill of Lading: with attached Underlying Bills of Lading (Check box)			
Photos are prohibited on premises of all Rivian facilities unless requested by Rivian. Photos for personal or carrier company use are prohibited for all Rivian loads in all instances. Failure to comply will result in immediate removal of the carrier in violation of this rule.						
<b>CUSTOMER ORDER INFORMATION</b>						
PART NUMBER	COMMODITY DESCRIPTION	QUANTITY	WEIGHT	PALLET/SLIP (Circle One)		ADDITIONAL SHIPPER INFO
R-R7008	PACKAGING MATERIAL NUMBER-R-R7008	10	10000 LB	Y	N	
GRAND TOTAL		10	10000.000 LB			
<b>CARRIER INFORMATION</b>						
QTY	PACKAGE	TYPE	WEIGHT	H.M(X)	COMMODITY DESCRIPTION	LTL ONLY
					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	NMFC# CLASS
10		RETURNABLE CONTAINER	12400 LB			
10			12400 LB		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: <input type="checkbox"/>		
				Prepaid: <input type="checkbox"/>		
				Customer check acceptable: <input type="checkbox"/>		
NOTE Liability Limitation for loss or damage is this shipment may be applicable. See 49 U.S.C. 14706(c)(1)(A) and (B).						
RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, 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 thereof, and the said terms 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 / DATE				SHIPPER SIGNATURE		
This is to certify that the above named materials are properly classified, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the DOT.						
CONSIGNEE SIGNATURE / DATE				Freight Counted:		
				<input type="checkbox"/> By Shipper		
				<input type="checkbox"/> By Driver /pallets said to contain		
				<input type="checkbox"/> 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 DOT emergency response guidebook or equivalent documentation in the vehicle. Property described above is received in good order, except as noted.		