



Bill to:
PACE LOGISTICS INC
,
,
,

Invoice Date: 02/15/2024
Invoice #: 31470-04281
Terms: NET 30
Due Date: 03/15/2024

| Date | Customer Ref # | Origin - Destination | Quantity | Rate | Amount |
|------------|----------------|--|----------|------------|------------|
| 02/14/2024 | | 103 Olive Street Meta, MO 65058 - 13001 HIGHWAY 70 NORTH LITTLE ROCK, AR 72117 | | | |
| | | | 1 | \$1,000.00 | \$1,000.00 |

| |
|--------------|
| TOTAL |
| \$1,000.00 |

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



525 S Church St, Charlotte, NC, 28202,
P: (312) 224-1605 Ext: 444 • E: tracking@onpaceinc.com
W: www.onpaceinc.com

| | | | | | |
|-------|---|--|--|--|--|
| Route | Feb 14, 2024 14:00 Apt | | 103 Olive Street Meta, MO 65058 Pickup # A969855 | 14 items Handling qty.: 1,375 Pallets Weight: 43,018 lb | RIKI TRANSPORTATION INC DOT 3119062 SCAC: RIKN |
| | Feb 15, 2024 08:00 Apt Appointment #88084014980 / 14719726371 | | 13001 HIGHWAY 70 NORTH LITTLE ROCK, AR 72117 Delivery # 49ET4A2Q ZZ: 820.00 | 14 items Handling qty.: 1,375 Pallets Weight: 43,018 lb | RIKI TRANSPORTATION INC DOT 3119062 SCAC: RIKN |

Equipment Van or Reefer
53 ft

| | | |
|---------|--|--------------------------------|
| Carrier | RIKI TRANSPORTATION INC MC 086875 • DOT 3119062 • P: (708) 303-5150 RIKN SCAC | Steve 7088525525 Dispatcher |
|---------|--|--------------------------------|

| | | |
|------|------------------------------------|------------|
| Rate | Freight - flat 1.0 x \$1,000.00 | \$1,000.00 |
| | Total | \$1,000.00 |

TERMS AND CONDITIONS

REQUIREMENTS FOR INVOICING

EMAIL: INVOICING@ONPACEINC.COM

STANDARD PAYMENT TERMS: 30 DAYS

IN ORDER FOR THE PAYMENT PROCESS TO BEGIN WE MUST HAVE RECEIVED...SEE BELOW

- BILL OF LADING**
- PROOF OF DELIVERY**
- LUMPER RECEIPT (IF APPLICABLE)**
- INVOICE FROM YOUR COMPANY**

LUMPER INSTRUCTIONS

Driver is responsible for paying all Lumper fees. Pace Logistics Inc will not provide payment for lumpers.

Once Lumper fee has been paid the carrier has **48 hours from delivery** to submit their receipt. If the receipt is not submitted within this time period the Lumper will not be paid.

Once Pace Logistics Inc has recieved the receipt an adjusted Rate Confirmation will be sent to the carrier.

If a carrier is held at the delivery because they are unable to pay the Lumper, **Pace Logistics will not be held responsible for any detention or layovers.**

LATE DELIVERY

Minimum rate reduction for a missed, or late appointment is \$350.

THIS IS NON-NEGOTIABLE

TRACKING REQUIREMENT

If driver does not comply with tracking requirements a \$100 rate reduction will be added.

DETENTION

Detention does not start until 4 hours after the pick up.

POLICIES

Unauthorized consolidation of this cargo with any other shipment is strictly prohibited without prior written consent from Pace Logistics, Inc. The agreed-upon rate is applicable solely for the exclusive utilization of equipment.

By acknowledging this Rate Confirmation for transportation, irrespective of whether signed below, the carrier acknowledges the application of the following standard terms and conditions to this shipment and any future shipments.

Certain shipping clients may have unique additional demands or pricing distinct from the standard requirements and rates of Pace Logistics Inc. These specific conditions and prices will be documented in the "Special Instructions" segment of the rate confirmation, taking precedence over the standard requirements and rates outlined below.

Policy for Handling Lumper Fees

Carriers must forward all receipts either through the Turvo Application or by sending an email to lumpers@onpaceinc.com within a 48-hour timeframe, unless different guidelines are explicitly mentioned in the special instructions. Non-adherence to these stipulations may lead to a forfeiture of reimbursement. It is mandatory that the carrier ensure that any receipts related to this consignment/delivery are presented to Pace Logistics, Inc.

Please note that Pace Logistics, Inc will not modify rate confirmations to accommodate lumper charges. Carriers can anticipate reimbursement upon submission of all necessary paperwork to Pace Logistics, Inc.

Instructions and Requirements

All instructions provided by Pace Logistics or its clients, whether communicated verbally or electronically, are purely for informational purposes. It is the responsibility of the transportation provider to ensure that they can legally and safely operate their vehicle and its contents on any road, bridge, or route. The transportation provider will be held solely accountable for any fines, penalties, or citations incurred as a result of operating their vehicle and contents in violation of any regulations, laws, or ordinances. Compliance with all FMCS rules and regulations, including but not limited to the Hours-of-Service regulations, is the responsibility of the transportation provider.

The transportation provider guarantees that the assigned driver for this shipment has adequate hours available to complete the delivery and is in compliance with the Hours-of-Service rules. If Pace Logistics Inc is mistakenly identified as the "carrier" on the Bill of Lading, the transportation provider acknowledges that Pace Logistics Inc solely acts as a property broker, and regardless of any incorrect designation on the Bill of Lading, the transportation provider is, in all aspects, considered the "carrier".

Driver Obligations

By signing the Bill of Lading ("BOL"), the driver assumes responsibility for the condition and quantity of the load during loading. If requested by the shipper, the driver must verify the accuracy of pallet count, piece count, and product condition stated on the BOL.

The driver is obligated to ensure that the information on the Bill of Lading (BOL) aligns with the order details provided in the load confirmation sent by Pace Logistics Inc. This includes pallet count, weight, product specifics, shipper and consignee locations. Should any discrepancies arise between the BOL and the rate confirmation, the driver/carrier must notify Pace Logistics Inc at [312-224-1605](tel:312-224-1605) before leaving the shipper's premises. Failure to inform Pace Logistics Inc will result in the carrier assuming liability for all costs and expenses incurred by Pace Logistics Inc due to the driver's failure to match the information.

The driver must keep all sealed loads intact until they are broken by the consignee or authorized party. Breaking the seal without permission or neglecting to apply the provided seal to the trailer will require the carrier to compensate the claimant for the full value of the freight. The carrier is responsible for covering the return freight charges for rejected products to the recon signed location specified by Pace Logistics. Furthermore, the carrier will be held accountable for any consequential damages, production downtime, or claims arising from broken seals, failure to seal the load, late delivery, or other service-related failures.

In the event of anticipated pickup or delivery delays, safety concerns, or claim issues, the driver must promptly contact Pace Logistics Inc at [312-224-1605](tel:312-224-1605).

Accessorial Policy

In order to be eligible for additional compensation, the carrier must meet the following criteria. Failure to comply with these conditions will result in the loss of reimbursement or payment. The rates for accessorial services may vary depending on the shipment.

The carrier must arrive punctually for the scheduled appointment. Late arrivals will not qualify for compensation.

If the carrier spends more than 2 hours at the facility, they must inform Pace Logistics, Inc that the truck is being detained and request compensation for the delay.

The arrival and departure times must be documented on the BOL/POD, with the shipper/consignee signing or stamping the times. If the shipper/consignee refuses to sign, Pace Logistics Inc. must be notified of the actual arrival and departure times. In such instances, electronic logging device (ELD) or GPS tracking data may be accepted as evidence of the arrival and departure times, provided that it is submitted within seven (7) days of delivery.

All requests for accessorial services must be submitted within 12 hours of delivery. Accessorial requests should be sent via email to accessorials@onpaceinc.com with the load number in the subject line. All requests must include a clear and legible copy of the BOL/POD; otherwise, the request will not be processed.

To facilitate payment of freight charges, the Carrier agrees to provide the following documents:

Requirements for Invoicing:

- A signed rate confirmation from Pace Logistics.
- Carrier invoice with reference to Pace Logistics' order number.
- A signed Bill of Lading.
- Receipts for lumper services or any relevant additional services.
- Any other specific load documents as necessary.

Options for Submitting Invoices for Payment:

- Email the documents to: invoicing@onpaceinc.com.

Payment Options

STANDARD PAYMENT: A payment will be sent to the address provided approximately 30 days after we receive your paperwork.

FUEL ADVANCES: First-time carriers are ineligible for fuel advances.

Fuel advances are only processed after verifying loaded freight and receiving a copy of the BOL. Pace Logistics Inc will charge \$24.00 initially, and then \$3.50 per \$1,000 requested. This will be paid via CommData Code

Any remaining balance on a CommData Code after 5 months from the issue date will be voided, and all funds will be forfeited.

Additional Terms and Conditions

The following terms are applicable to the agreement between the carrier and Pace Logistics, in addition to those specified in the previously signed Broker-Carrier Agreement.

Pace Logistics Inc, acting as a broker, shall not assume liability for any shipment delays, shortages, losses, or damages incurred during transportation by the carrier.

Pace Logistics reserves the right to deduct any losses, delays, shortages, or damages from the carrier's freight charges, at its sole discretion. Delays in delivery may result in penalties.

No additional compensation will be provided for shipments that exceed the weight originally specified.

The carrier agrees to ensure that its drivers obtain a signed bill of lading or delivery receipt from the consignee upon completing the delivery of each load.

Prohibited Activities: Engaging in double-brokering is strictly forbidden. The carrier shall bear primary responsibility for any personal injury, including death, and/or delay claims resulting from double-brokering, to the same extent as if the carrier had directly performed the transportation. Moreover, the carrier assumes full responsibility for compensating the substitute service provider responsible for transporting the shipment. The carrier also agrees to protect, indemnify, and hold Pace Logistics harmless against any claims for unpaid freight charges, including attorney fees. If the broker or its customers make payment directly to the substitute service provider, the carrier acknowledges that the transportation charges for that specific shipment will be considered fully paid to the carrier.

Payment and Liability: The carrier solely looks to Pace Logistics Inc for payment of its charges and refrains from contacting or pursuing payment from Pace Logistics Inc's customers, shippers, or consignees for any outstanding freight, accessorial, or other charges owed to the carrier. The carrier relinquishes any right to seek payment from parties other than Pace Logistics Inc for freight charges.

Acceptance of Terms: By accepting this shipment for transportation, the carrier agrees to abide by all terms and conditions. The carrier confirms its legal and proper qualification to provide the specified transportation services and holds valid liability insurance of at least \$1,000,000.00 USD and cargo damage insurance of at least \$100,000.00 USD. The insurance coverage must not contain exclusions that apply to the type of cargo being transported on this order or that would hinder coverage in case of personal injury or death.

Indemnification: The carrier shall indemnify the broker, as well as any shipper, consignee, or receiver of freight, from any claims arising from bodily injury, sickness, disease, or death of any employee, representative, or agent of the carrier or any other person acting on behalf of the carrier. This includes claims related to acts or omissions of the carrier's employees or agents while present on the premises of any shipper, consignee, or receiver of freight. The carrier's indemnification extends to claims resulting from the negligence of the broker or any shipper, consignee, or receiver of freight, except for claims caused solely by the negligence of the shipper, consignee, or receiver of freight.

Expedited Loads: Pace Logistics retains the right to substitute the trailer in case of a breakdown or if the driver is delayed.

Expedited Load Guidelines: Delays in deliveries carry the potential of causing production problems, such as penalties for late arrivals, interruptions in production, and rejected shipments. The carrier is responsible for returning any rejected shipment.

Spotted Lanternfly (SLF) Permit Requirements: All carriers agree to obtain and carry the necessary permits within SLF quarantine areas. Permits issued in Pennsylvania are valid and accepted in ALL states with counties under quarantine, including Pennsylvania, New Jersey, Virginia, Delaware, New York, Maryland, and West Virginia. We offer free training and permits specific to Pennsylvania. Any commercial vehicle operating within, to, or from the quarantined counties in these states MUST possess a valid permit. Failure to comply may result in penalties, and Pace Logistics will not reimburse fines incurred due to non-compliance.

Compliance: The carrier guarantees that it always ensures compliance with all regulations and requirements set forth by the California Air Resources Board (CARB) for Transport Refrigeration Units (TRU) under the Airborne Toxic Control Measure (ATCM), as well as Truck and Bus regulations and Greenhouse Gas Regulation, when providing services within or through the state of California. Furthermore, the carrier affirms that it adheres to all other state or federal regulations pertaining to emissions standards. Carrier agrees to provide proof of such compliance upon request by Pace."

Carrier Name Riki Transportation INC dba BRZ

Authorized Representative Signature Steve Tatum

Date 02/14/2024



Bill Of Lading

Short Form - Not Negotiable

BOL Number: 227591

Carrier: PACE LOGISTICS INC
BRZ

Pro Number: 31470-04281

Pick up Date: 02/14/2024

Ship From

Diamond Pet Foods
103 N. Olive St.
P.O. Box 156
Meta, MO 65058
Phone: 1-573-299-4203

References

Sales Order No: A969855

Purchase Order No: 49ET4A2Q

Freight Terms: Prepay

FOB Terms: FOB Destination

Ship To

AMAZON FC - LIT2
13001 HIGHWAY 70
NORTH LITTLE ROCK, AR 72117

Accessorial

Bill To

Special Instructions:

Consignee Notes:

Shipper Notes: Driver is responsible for securing load, using straps or bars, to ensure that load remains tight against the trailer nose wall.

| Pallets | Pieces | Type | Weight | HM(X) | NMFC | Item Description | LTL Class |
|--------------------------|--------|------|-------------|-------|------|------------------|-----------|
| 41 | 1,375 | Each | 43,018.0000 | | | Pet Food | |
| Total gross weight (LB): | | | 43,018.0000 | | | | |

Mark with an "X" to designate hazardous materials as defined in title 49 of the Code of Fed. Reg.

HAZARDOUS MATERIAL EMERGENCY CONTACT: Name:

Phone#:

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 _____"

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

FOR FREIGHT COLLECT SHIPMENT:

If this shipment is to be delivered to the consignee, without recourse on the shipper, the shipper shall sign the following statement: "The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges."

Signature of Consignor: _____

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 for transportation according to the applicable regulations of the Department of Transportation.

Signature of Shipper: Diamond Pet Foods

Date: 02/14/2024

Trailer Loaded:

____ By Shipper

____ By Driver

Freight Counted:

____ By Shipper

____ By Driver

Carrier Signature / 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.

In case of Broker-arranged shipments, Carrier hereby designates Broker as its agent for the collection of freight charges. Once paid to Broker, Carrier agrees not to hold shipper or consignee liable for said charges.

Signature of Carrier: _____

Date: _____

**Bill Of Lading****Short Form - Not Negotiable****BOL Number: 227591**Carrier: PACE LOGISTICS INC
BRZ

Pro Number: 31470-04281

Pick up Date: 02/14/2024

Ship FromDiamond Pet Foods
103 N. Olive St.
P.O. Box 156
Meta, MO 65058
Phone: 1-573-299-4203**References**

Sales Order No: A969855

Purchase Order No: 49ET4A2Q

Freight Terms: Prepay

FOB Terms: FOB Destination

Ship ToAMAZON FC - LIT2
13001 HIGHWAY 70
NORTH LITTLE ROCK, AR 72117**Accessories****Bill To****Special Instructions:****Consignee Notes:**

Shipper Notes: Driver is responsible for securing load, using straps or bars, to ensure that load remains tight against the trailer nose wall.

| Pallets | Pieces | Type | Weight | HM(X) | NMFC | Item Description | LTL Class |
|--------------------------|--------|------|-------------|-------|------|------------------|-----------|
| 41 | 1,375 | Each | 43,018.0000 | | | Pet Food | |
| Total gross weight (LB): | | | 43,018.0000 | | | | |
| 41 | 1,375 | | 43,018.0000 | | | | |

Mark with an "X" to designate hazardous materials as defined in title 49 of the Code of Fed. Reg.

HAZARDOUS MATERIAL EMERGENCY CONTACT: Name:

Phone#:

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 _____"

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

FOR FREIGHT COLLECT SHIPMENT:

If this shipment is to be delivered to the consignee, without recourse on the shipper, the shipper shall sign the following statement: "The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges."

Signature of Consignor:

Trailer Loaded:By Shipper
By Driver**Freight Counted:**By Shipper
By Driver**Carrier Signature / 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.

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 for transportation according to the applicable regulations of the Department of Transportation.

Signature of Shipper: Diamond Pet Foods

Date: 02/14/2024

Signature of Carrier: _____

Date: _____

Customer Order#:

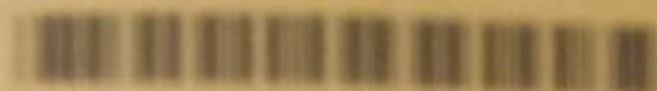
ADDRESS

Shipment # 404176

2/14/2024 2:09:22PM

CITY

BOL # 227891



Customer Name:

AMAZON.COM SERVICES, INC.

Customer Address:

AMAZON FC - LIT2

13001 HIGHWAY 30

NORTH LITTLE ROCK, AR 72117

Phone:

Customer PO Number:

00274432

Ship Via:

DELIVERED

Ship Size:

Mat

Planned Ship Date:

02/14/2024

- Pallets Shipped: 41

| Qty | Part Number | Description | Unit Weight | Planned Quantity | Unit | Actual Weight | Quantity Shipped | Part Number |
|------|-------------|-----------------------------------|-------------|------------------|------|-------------------------|------------------|-------------|
| 10.0 | 0000-0710 | Customer P/N: 0000-0710 | 20.0000 | 100 | | | | |
| | | 1000 10.0 0000-0710 WITH 1.000000 | | | 001 | 200.0000 | 10 | 00000100-00 |
| | | | | | | Box By Date: 02/14/2024 | | |
| | | 1000 10.0 0000-0710 WITH 1.000000 | | | 001 | 1.000.0000 | 50 | 00000100-00 |
| | | | | | | Box By Date: 02/14/2024 | | |
| 10.0 | 0000-0710 | Customer P/N: 0000-0710 | 20.0000 | 100 | | | | |
| | | 1000 10.0 0000-0710 WITH 1.000000 | | | 001 | 1.000.0000 | 100 | 00000100-00 |
| | | | | | | Box By Date: 02/14/2024 | | |
| 10.0 | 0000-0710 | Customer P/N: 0000-0710 | 20.0000 | 100 | | | | |
| | | 1000 10.0 0000-0710 WITH 1.000000 | | | 001 | 1.000.0000 | 100 | 00000100-00 |
| | | | | | | Box By Date: 02/14/2024 | | |
| 10.0 | 0000-0710 | Customer P/N: 0000-0710 | 20.0000 | 100 | | | | |
| | | 1000 10.0 0000-0710 WITH 1.000000 | | | 001 | 1.000.0000 | 100 | 00000100-00 |
| | | | | | | Box By Date: 02/14/2024 | | |

Total Product Weight for this Order

40,000.0000

Driver's Signature:

Track & Control Company:

Driver - Customer #:

000000

Carrier Signature:

Date #:

02/14/2024

Loaded By:

0000 1000 1.0000

Time in: 02/14/2024 10:21:07PM

Time Out: 02/14/2024 2:09:22PM



Diamond Pet Foods

Order Confirmation

Customer Order #: A969855

Shipment #: 404156

2/14/2024 2:09:22PM CDT

BOL #: 227591



Customer Name: AMAZON.COM SERVICES, INC.
Customer Address: AMAZON FC - LIT2
13001 HIGHWAY 70
NORTH LITTLE ROCK, AR 72117

Phone:

Customer PO Number: 49ET4A2Q
Ship Site: Meta

Ship Via: DELIVERED
Planned Ship Date: 02/14/2024

- Pallets Shipped: 41

| Pos | Part Number | Description | Unit Weight | Desired Quantity | UoM | Actual Weight | Quantity Shipped | EPC Number |
|------|-------------|--|-------------|------------------|-----|---------------|------------------|--|
| 1-1 | 439-ST28 | Customer P/N: B000084F11 DIA NAT 40LB BEEF RICE DOG | 40.0000 | 56 | BG | 2,240.0000 | 56 | DBR0207-24 Best By Date: 02/07/2025 |
| 2-1 | 123-ST28 | Customer P/N: B000OCRNCW DIA NAT 40LB LAMB RICE ADULT DOG | 40.0000 | 28 | BG | 1,120.0000 | 28 | DLR0211-24 Best By Date: 02/07/2025 |
| 3-1 | 1314-ST50 | Customer P/N: B000OH35XS DIA NAT 18LB SM BR CKN RC DOG | 18.0000 | 50 | BG | 900.0000 | 50 | DSC0104-24 Best By Date: 01/26/2025 |
| 4-1 | 120-ST28 | Customer P/N: B000WFIYQU DIAMOND 40LB PUPPY | 40.0000 | 28 | BG | 1,120.0000 | 28 | DPP0206-24 Best By Date: 02/10/2025 |
| 5-1 | 838-ST28 | Customer P/N: B000WFKUOY DIA NAT 40LB LG BR AD CHICKEN RICE | 40.0000 | 28 | BG | 1,120.0000 | 28 | DBD0207-24 Best By Date: 02/09/2025 |
| 6-1 | 101-ST28 | Customer P/N: B0018CE5KA DIAMOND 40LB MAINTENANCE DOG | 40.0000 | 28 | BG | 1,120.0000 | 28 | DMD0207-24 Best By Date: 02/06/2025 |
| 7-1 | 1774-ST28 | Customer P/N: B001QEF4XC DIA NAT 40LB LG BR AD LAMB RICE | 40.0000 | 28 | BG | 1,120.0000 | 28 | DLB0207-24 Best By Date: 02/09/2025 |
| 8-1 | 9355-HT65 | Customer P/N: B077962V5V TOW PREY 25LB TURKEY DOG | 25.0000 | 65 | BG | 1,625.0000 | 65 | PDT0101-24 Best By Date: 03/05/2025 |
| 9-1 | 9423-ST52 | Customer P/N: B079FHJMMG DIA NAT 30LB SKIN COAT ALS DOG | 30.0000 | 104 | BG | 3,120.0000 | 104 | DND0207-24 Best By Date: 02/08/2025 |
| 10-1 | 9571-ST32 | Customer P/N: B07KNMR89D TOW 28LB HIGH PRAIRIE PUPPY | 28.0000 | 32 | BG | 896.0000 | 32 | THP0201-24 Best By Date: 02/05/2025 |