

Bill to: LOADSMITH INCORPORATED 1800 WAZEE ST STE 300, DENVER, CO, Invoice Date: 03/15/2024 Invoice #: 1000033184 Terms: NET 30 Due Date: 04/15/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
03/14/2024		18594 State Hwy KK, Boss, MO 65440, USA - 10300 Industrial Rd, Holland, OH 43528, USA			
			1	\$1,100.00	\$1,100.00

TOTAL		
\$1,100.00	 	_

# 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

# Loadsmith

1875 Lawrence St, Suite 600 Denver. CO 80202

Sent at: 3/13/2024 13:45 CST



To update tracking info:

Please make sure you are tracking in MacroPoint, Trucker Tools, or Project 44. For any further questions, or if any issues arise, please call 888-975-5623.

Contact your Loadsmith Rep, Hamilton Valenzuela **Email:** hamilton.valenzuela@loadsmith.com

Phone: +18889755623 Ext. 205

Questions? Call Loadsmith at: 888-975-5623

# Rate Confirmation Route # 1000033184

Mode: Truck Size: FTL

Route Type: OTR
Distance: 592 Miles
# of Stops: 2

Cargo Value: \$100,000

Origin

Boss, MO 65440

Destination

**HOLLAND, OH 43528** 

Route Refs: Vendor Refs:

EDI #: T6055837 PU #: 1141786495 Cust Ref #: 1141786495 Ord #: TMC37004330

EDI #: USD

Load Ref #: JOHNSON CONTROLS

Trailer #: ZZZZ Ship ID #: 467648530 **Date**: 03/14/2024 **Equipment**: Van 53

Expected Min Temp: N/A
Expected Max Temp:

Temp Setting:

Carrier: ZIGI FREIGHT INC

MC#: 944686 DOT#: 2828543

Contact: BILL CARSON
Phone: +16304857370

Email: BILL@ROYAL3INC.COM

Notes: NO REEFER TRAILERS ON ANY CLARIOS

LOAD

\*\*SHIPPER WILL ONLY LOAD DRY VAN TRAILERS\*\*

Total Rate: \$1,100.00 USD

## If this is a Temperature Controlled Shipment Please Follow These Guidelines:

Run all reefers on continuous unless specific written instructions are given to do otherwise. Run reefer at the temperature on BOL.



If no temperature on BOL, please call 888-975-5623 for instruction.

# Stop 1 — Pick Up

Doe Run- Boss 18954 hwy kk, Boss, MO 65440

Date/Time: 03/14/2024 08:00 - 17:00

Scheduling: Appointment Loading Type: Live Pallet Count: 0 Work: No Touch

**PO #:** 1141786495 **BOL #:** 467648530

**Special Reqs:** 

**Pick Up Instructions:** 

**Facility Notes:** 

## **Commodity Details**

Handli	ng Unit	Pieces		Hazmat	Description	Dimensions	OD	Temp	Temp	Pre- Cool	Min°	Max°	Weight
Qty	Туре	Qty	Туре	Hazmat	Description 5	2		Control	Setting	То	Temp	Temp	
		20		No	2.0% SN (320) 60# PIGS - 1		No	No					44,000 lbs

Additional Details | Load On: Pallet

**Total HU:** 0 **Total Pcs:** 20 **Total Cmdty:** 1 **Total Wgt:** 44000.0 lbs

# Stop 2 — Delivery

TOL 921

10300 Industrial Road, HOLLAND, OH 43528

Date/Time: 03/15/2024 10:00 Scheduling: Appointment Loading Type: Live Pallet Count: 0 Work: No Touch

Del #: 1141786495

Special Reqs:

**Delivery Instructions:** 

**Facility Notes:** 



<b>BOL</b> #: 467648530	

Handli	ng Unit	J Unit Pieces		Pieces		Hazmat	Description	Dimensions	OD	Temp	Temp	Pre- Cool	Min°	Max°	Weight
Qty	Туре	Qty	Туре	Hazillat	Description	Difficultions		Control	Setting	То	Temp	Temp	ricigiit		
		20		No	2.0% SN (320) 60# PIGS - 1		No	No					44,000 lbs		

Carrier Cost Date: 3/13/2024 13:45 CST								
Cost Type	Currency	Cost Per	Units	Total Cost				
Flat Rate	USD	\$1,100.00	1.0	\$1,100.00				
Total Cost				\$1,100.00				

# **Freight and Payments Terms**

All appointment times must be met. If driver is late, they may be refused or worked in without detention and any missed appointment fees or chargebacks from the Shipper or Consignee will be passed along to the carrier via reduction from the carrier invoice. If Shipper and Consignee addresses from the Bill of Lading do not match this tender, a Loadsmith representative must be contacted prior to departure from the shipper

#### Information for Carrier's Driver

- Loadsmith will not reimburse carrier for any Load or Unload payments without prior Loadsmith approval.
- Scale load at nearest scale to shipper prior to departure; weight in this order confirmation is an ESTIMATION ONLY, actual weight may vary
  up to 80,000 combined Tractor/Trailer GVWR.
- For any safety, accident, or cargo claim (OS&D) refusal please call 888-975-5623, 24 hours a day.
- · All loads must remain sealed with all old and new seal numbers recorded on the Bill of Lading / Delivery Receipt.
- Driver must request accessorial approval at time of occurrence or payment will be denied.

## Tracking

Driver must be ACTIVELY TRACKING on MACROPOINT, TRUCKER TOOLS or PROJECT 44 two hours prior to arrival at the shipper, throughout the duration of the load and through delivery to the consignee. If the driver does not track prior to arrival at the shipper and CONTINUOUSLY throughout



the duration of the load through delivery to the final destination, a \$100.00 fee for will be imposed via reduction from the carrier invoice.

#### Detention

To qualify for detention all appointment times must be met; you must be ACTIVELY TRACKING on MACROPOINT, TRUCKER TOOLS or PROJECT 44 prior to arrival at the shipper, throughout the duration of the load and through delivery to the consignee. To report detention please follow the process outlined below for all stops to receive payment:

- · Report the detention event immediately to your Loadsmith Carrier Sales Representative via telephone or email.
- Submit a signed Bill of Lading, Proof of Delivery and/or lumper receipt to verify arrival and departure dates and times to your Loadsmith Carrier Sales Representative and detention@loadsmith.com within 24 hours of delivery.

Your Loadsmith Carrier Sales Representative will then verify the times on the documentation provided against the tracking data. If the times indicate detention has been earned, an updated Loadsmith rate confirmation will be sent including detention charges as outlined in Appendix A of this agreement. You may then submit your invoice with updated rate confirmation for payment. Detention must be billed with original invoice and will only be paid if detention is reflected on the rate confirmation.

#### **High Value Load Protocols**

If the cargo value is in excess of \$100,000.00 USD, you will be notified on the rate confirmation of the cargo liability and by accepting the carrier will be liable for the full released value of the load up to \$250,000.00 USD, regardless of your cargo liability insurance exclusions and/or limits. Additionally, the driver must follow the High Value Load Protocols listed below:

- The pickup number will not be provided to the driver until they are tracking at the shipper.
- A local driver will not be used to pick up the load and relay with another OTR driver.
- The truck must be fully fueled at the time of arrival at shipper.
- The driver must have a physical copy of a United States commercial driver's license.
- The driver must drive a minimum of 200 miles away from shipper before stopping for any reason.
- The trailer will not be disconnected from the tractor at any time and the tractor / trailer will not be left unattended for any reason without prior written consent from Loadsmith.
- If carrier has a secured, guarded, well lit and surveillance camera equipped drop yard; use of such drop yard must be obtained prior to
  utilization through written consent from Loadsmith.

## OS&D or Full / Partial Load Refusal

In the event a tendered load/shipment is not accepted for delivery by the consignee at the original destination, the tendered load/shipment may, at Loadsmith's direction be re-consigned to a new destination. In the event of such refusal, Carrier shall promptly notify Loadsmith at OSD@loadsmith.com of such refusal and await Loadsmith's instructions on any re-consignment, return to shipper, or other handling of such load/shipment. Carrier shall be solely responsible for inspection of cargo and cargo securement before signing the bill of lading and departing the shipper. Carrier shall be solely responsible for verifying that cargo is properly secured for transport. Carrier shall be solely responsible for any cargo disturbance of shift that occurs during transit and any cost associated with re-working, re-stacking, or re-delivering cargo in its original condition. Carrier shall be solely responsible, and shall promptly pay to Loadsmith, the full value of any cargo that is disposed of, abandoned, damaged, or lost due to Carrier's actions not in accordance with Loadsmith's written instructions. Carrier understands that its intentional or willful misconduct may not be covered by Carrier's insurance policies and that a lack of coverage shall not limit its obligations to Loadsmith.

#### Setoff

Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other right or remedy it has or may have, Loadsmith may, without notice, set off or recoup any liability it owes to Carrier against any liability for which Loadsmith determines Carrier is liable to Loadsmith.

## **Carrier Payment**

For Carrier to be paid, an invoice and all paperwork must be submitted with the Loadsmith order # present on each page:



- 1. Customer Signed Bill of Lading with arrival and departure times for applicable detention.
- 2. Lumper and/or Pallet Exchange Receipts.
- 3. All other load specific documentation.
- 4. Loadsmith Carrier confirmation.
- 5. Invoices must be emailed to: carrierinvoice@loadsmith.com

#### **Rate Agreement**

This agreement is entered into by Carrier and Loadsmith, Inc. The rates and charges contained in this agreement shall supersede all conflicting rate and charges in the tariff on file by Carrier and all prior letter agreements. This is confirmation of a rate contract between Carrier and Loadsmith. Carrier must notify of any accessorials at time of occurrence or payment will be denied.

#### QuickPay

QuickPay processing time will be 2 business days from receipt of Carrier Invoice and subsequent required paperwork with a fixed 1% processing fee deducted from each settlement

#### **Carrier Acceptance**

Carrier's acceptance of this agreement or by taking possession of the shipment the Carrier agrees to all the terms and conditions outlined in this confirmation and the Loadsmith Broker Carrier transportation agreement. No changes or amendments to this confirmation will be binding unless Loadsmith approves such changes in writing prior to the Carrier taking possession of the shipment. In accordance with 49 CFR §392.9 and 49 CFR § 393.100 et all the Carrier and its drivers are solely responsible for verifying the contents, counts, conditions, loading, weight, proper weight distribution per axel, blocking, bracing and securement of each load for transportation. Carrier and its drivers are solely responsible for attaching a seal either provided by the Shipper or by the Carrier to each shipment and ensuring the seal is not tampered or broken during transit. Bills of Lading (BOL) must indicate the seal number and "Seal Intact" at the time shipment is delivered. Carrier acknowledges and agrees that Carrier is liable for the full value of the shipment or any part thereof due to loss or damage. Carrier shall notify Loadsmith immediately in the event any exception is listed on the BOL, the seal is broken due to regulatory inspection, delay in the transportation of the shipment or there is an incident or accident during transit.

### **Food Grade Notice**

Federal, State and Local regulations govern food grade commodities. If the shipment container is damaged, breached, exposed to outside elements or the seal is broken during shipment; or if Carrier is not able to provide a downloadable temperature reporting indicating that the required temperatures were always maintained during transit, the customer may reject the entire shipment. If the customer denies the right of salvage or there is no right of salvage, the Carrier will remain fully liable for loss or damage to the shipment and no salvage will be allowed.

### Shipments Traveling in/or Through California

Your company must be compliant with the regulations promulgated by the California Air Resources Board (CARB) regarding refrigerated equipment (TRU regulations), the truck and bus equipment regulations (engine and particulate matter filter requirements) and greenhouse gas regulations effective on January 1, 2013.

If your company is not able to timely comply with these regulations, you must inform Loadsmith immediately that you are not able to comply with them. By accepting this load tender, you represent and warrant that your company is compliant with these regulations and requirements.

## **FMCSA Regulations**

Carriers and its drivers shall adhere to all applicable FMCSA regulations, including drivers' hours-of-service limits, the commercial driver's license (CDL) regulations and the prohibiting of coercion of commercial motor vehicle drivers (coercion rule). Carrier agrees that such regulations shall supersede any conflicting service instructions stated in this confirmation or any comments made by Loadsmith's employees. Loadsmith does not condone coercion of any driver to operate a commercial motor vehicle when the driver reports that they would not be able to drive safely due to illness, fatigue, equipment inspection, repair, and maintenance regulations or due to not having hours available under applicable regulations.



#### **Carrier Assurances and Indemnifications**

Carrier is an independent contractor and not an agent or employee of Loadsmith. Carrier agrees to obey all federal, state, and local laws and regulations. Carrier acknowledges that Loadsmith does not exercise direction or control over the daily operations of the Carrier and that the Carrier can legally meet all the terms, conditions and times as enumerated herein. Carrier shall indemnify Loadsmith for any loss, damage, injury, liability, expense, costs, including reasonable attorney fees, fines, penalties, actions, and claims including but not limited to, claims for injuries to persons (including death), for damage to equipment, and for damage to third parties arising out of the Carrier's own negligence, wrongful act or omission, or failure to comply with the terms of this agreement.

#### **Required Documents at Empty Call**

Upon completion of unloading, all signed Bill of Lading pages, other Proof of Delivery documentation and any receipts (Lumper and/or Pallet Exchange) for pre-approved accessorials must be submitted with Loadsmith Order number on each page by emailing pod@loadsmith.com with the Loadsmith Order number in the subject line.

#### **Standard Accessorials**

#### Detention

2 hours free time, \$45.00 per hour payable in 20-minute increments. Maximum charge of \$300.00 at which time detention coverts to Layover. Applies to all loading and unloading stops as well as OS&D.

#### Lavover

\$300.00 per 24-hour period including accrued detention time.

## Lumper Load/Unload

Loadsmith must be notified of and authorize prior to load/unload work being performed. If a lumper is needed, carrier will pay the lumper vendor and request reimbursement by providing receipt of payment to accompany carrier's invoice to Loadsmith. If reimbursement via Comdata Check is requested a \$5.00 convenience fee for the check issuance will be applied.

## **Early Termination**

On a multiple-stop order if the customer terminates the load prior to the next subsequent stop and the driver is free and clear from continuing on, the original rate will be renegotiated in good-faith by both Loadsmith and the Carrier.

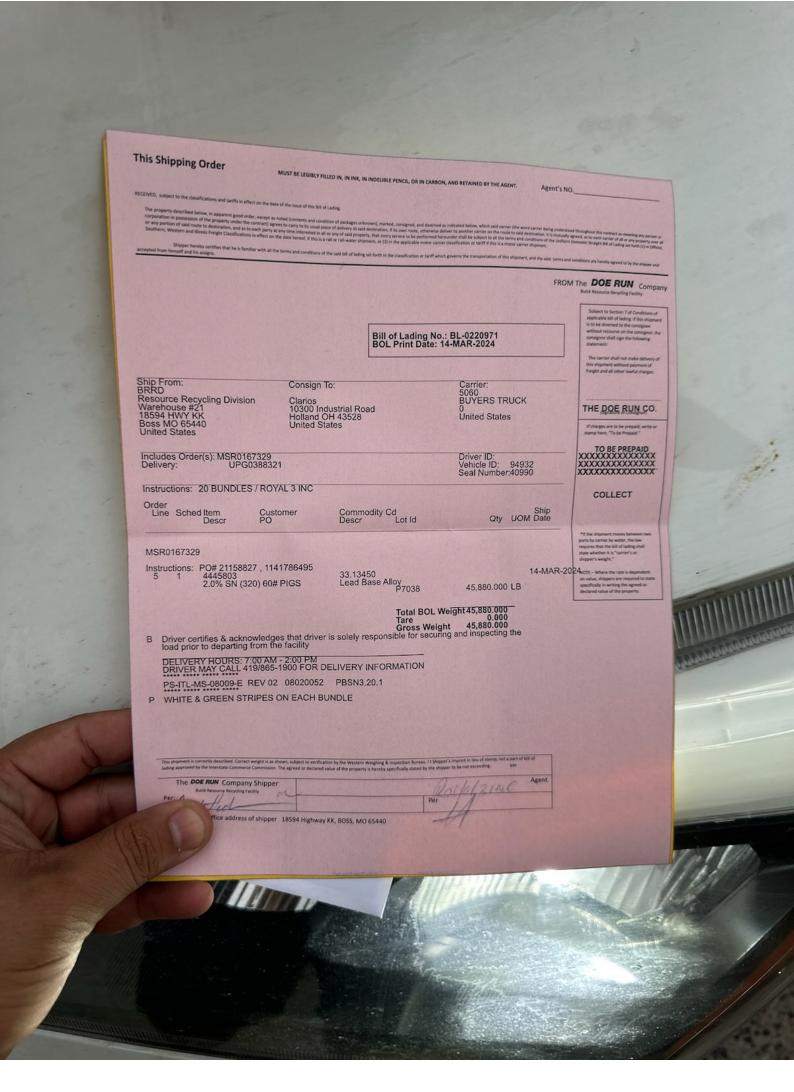
#### Reconsignment/Redelivery

\$100.00 reconsignment/delivery fee plus \$2.15 a mile from point of destination to the newly designated delivery location.

#### **Truck Ordered Not Used**

\$150.00 per occurrence

Bill Carson
Please sign and return to Loadsmith



This Shipping Order	MUST BE LEGIBLY FILLED IN, IN INK, IN I	NDELIBLE PENCIL, OR IN CARBON, AND RETAINED BY THE AGENT.	Agent's NO
•			
RECEIVED, subject to the classifications and tariffs in effect on the		wn), marked, consigned, and destined as indicated below, which said carrier (the word	Carrier being understand through a sta
corporation in possession of the property under the contract	i) agrees to carry to its usual place of delivery at said de	and, marked, survives otherwise deliver to another carrier on the route to said des streation, if its own route, otherwise deliver to another carrier on the route to said des that every service to be performed hereunder shall be subject to all the terms and cor- int, or [2] in the applicable motor carrier classification or tariff if this is a motor carrier;	nditions of the Uniform Domestic face at a first of all or any property over all
		t forth in the classification or tariff which governs the transportation of this shipment, a	and the said terms and conditions are hereby agreed to by the shipper and
			FROM The <b>DOE RUN</b> Company Buick Resource Recycling Facility
			Subject to Section 7 of Conditions of applicable bill of lading. If this shipment
	١	TW. 61 - 15-m No.: BL 0220971	is to be diverted to the consignee without recourse on the consignor, the consignor shall sign the following
		Bill of Lading No.: BL-0220971 BOL Print Date: 14-MAR-2024	statement:  The carrier shall not make delivery of
	L		this shipment without payment of freight and all other lawful charges
Ship From: BRRD	Consign To:	Carrier: 5060	A STATE OF THE STA
Resource Recycling Division Warehouse #21	Clarios 10300 Industrial Roa	BUYERS TRUCK 0 United States	THE DOE RUN CO.
18594 HWY KK Boss MO 65440 United States	Holland OH 43528 United States	Officed States	If charges are to be prepaid, write or stamp here, "To be Prepaid."
		Driver ID:	TO BE PREPAID XXXXXXXXXXXX
Includes Order(s): MSR0167329 Delivery: UPG0388	321	Vehicle ID: 94932 Seal Number:40990	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Commodity Cd Descr Lot Id

33.13450 Lead Base Alloy P7038

Total BOL Weight 45,880.000
Tare 0.000
Gross Weight 45,880.000

B Driver certifies & acknowledges that driver is solely responsible for securing and inspecting the load prior to departing from the facility DELIVERY HOURS: 7:00 AM - 2:00 PM DRIVER MAY CALL 419/865-1900 FOR DELIVERY INFORMATION PS-ITL-MS-08009-E REV 02 08020052 PBSN3.20.1

Customer PO

45,880.000 LB

MAR 15 2024 ( N 9:25 Am

Qty UOM Date

14-MAR-2024

WHITE & GREEN STRIPES ON EACH BUNDLE

Instructions: 20 BUNDLES / ROYAL 3 INC

Order Line Sched Item Descr

MSR0167329

This phyment is correctly described. Correct weight is as shown, subject to sertification by the Western Weighing & Inspection Bureau. It Shopper's imprint in lieu of stamp, not a part of bill of liding approved by the Interstanc Commission. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per

Per: Grate tich Permanent post-office address of shipper 18594 Highway KK, BOSS, MO 65440

COLLECT

This	Shipping	Orde
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Ship From: BRRD Resource Recycling Division Warehouse #21 18594 HWY KK Boss MO 65440 United States

Order Line Sched Item Descr

MSR0167329

Includes Order(s): MSR0167329
Delivery: UPG0388321

Instructions: 20 BUNDLES / ROYAL 3 INC

Instructions: PO# 21158827 , 1141786495 5 1 4445803 2.0% SN (320) 60# PIGS

The DOE RUN Company Shipper Per: Antholich

Customer

DELIVERY HOURS: 7:00 AM - 2:00 PM DRIVER MAY CALL 419/865-1900 FOR DELIVERY INFORMATION PS-ITL-MS-08009-E REV 02 08020052 PBSN3.20.1

WHITE & GREEN STRIPES ON EACH BUNDLE

Consign To:

Clarios 10300 Industrial Road Holland OH 43528 United States

Commodity Cd Descr Lot Id

33.13450 Lead Base Alloy P7038

Total BOL Weight 45,880.000
Tare 0,000
Gross Weight 45,880.000
Driver certifies & acknowledges that driver is solely responsible for securing and inspecting the load prior to departing from the facility

unknown], marked, consigned, and destined as indicated below, which and curren for world present plane below produced throughout the countries as morning any pursue or and destination. If it seem route, a first a service is a service produced to the route in and destination. If it is well as the countries as the service produced as a service produced as the countries and constroned of the service produced behalf to the form and constroned of the service produced as a produce care behalf to the countries and constroned of the service produced as a produce care behalf to the service produced as a produced care behalf to the service produced as a produce care behalf to the service produced as a produce care behalf to the service produced as a produced as a produced care behalf to the service produced as a produced as a produced care behalf to the service produced as a produced as a produced care behalf to the service produced as a produced as a produced care behalf to the service produced as a produced as a produced care behalf to the service produced as a produced as a produced care behalf to the service produced as a produced as a produced care behalf to the service produced as a produced as a produced care behalf to the service produced as a produced as a produced care behalf to the service produced as a produced as a produced care behalf to the service produced as a produced as a produced care behalf to the service produced as a produced as a produced care behalf to the service produced as a produced

Agent's NO

FROM The DOE RUN Company

Bill of Lading No.: BL-0220971 BOL Print Date: 14-MAR-2024

Driver ID

Vehicle ID: 94932 Seal Number:40990

45,880.000 LB

Carrier: 5060 BUYERS TRUCK 0 United States

Ship UOM Date

THE DOE RUN CO.

COLLECT

14-MAR-2024 NOTE - Where the

on value, shippers are require specifically in writing the agri declared value of the proper

2024

15

This shipment is correctly described. Correct weight is as shown, subject to verification by the Western Weighing & Inspection Bureau. It Shipper's injurit in rear of stating, not a part of bild of lating approved by the Internstate Commerce Commission. The agreed or declared value of the property is benefity specifically stated by the shipper to be not exceeding per

Permanent post-office address of shipper 18594 Highway KK, BOSS, MO 65440

THIS MEMORANDI	JM
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Ship From: BRRD Resource Recycling Division Warehouse #21 18594 HWY KK Boss MO 65440 United States

В

Includes Order(s): MSR0167329 Delivery: UPG0388321

SHIPPING NOTICE

Agent's NO

# FROM The DOE RUN Company

THE DOE RUN CO.

COLLECT

Bill of Lading No.: BL-0220971 BOL Print Date: 14-MAR-2024

Carrier: 5060 BUYERS TRUCK

0 United States

Qty

Driver ID: Vehicle ID: 94932 Seal Number:40990

Instructions: 20 BUNDLES / ROYAL 3 INC

Consign To:

Clarios 10300 Industrial Road Holland OH 43528 United States

Order Line Sched Item Descr Customer

MSR0167329 

33.13450 Lead Base Alloy P7038

Commodity Cd Descr Lot Id

45,880.000 LB

Total BOL Weight 45,880.000
Tare 0,000
Gross Weight 45,880.000
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DELIVERY HOURS: 7:00 AM - 2:00 PM DRIVER MAY CALL 419/865-1900 FOR DELIVERY INFORMATION

PS-ITL-MS-08009-E REV 02 08020052 PBSN3.20.1

WHITE & GREEN STRIPES ON EACH BUNDLE

UOM Date

14-MAR-2024

The DOE RUN Company Shipper

Permanent post-office address of shipper 18594 Highway KK, BOSS, MO 65440