

**Bill to:** PEARCE WORLDWIDE LOGISTICS, INC. 5120 VIRGINIA WAY STE C 23, Brentwood, TN, 37024 Invoice Date: 03/25/2024 Invoice #: 0353055 Terms: NET 30 Due Date: 04/25/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
03/23/2024		601 S Commercial St, Neenah, WI 54956, USA - 375 Lisega Blvd, Newport, TN 37821, USA			
			1	\$1,800.00	\$1,800.00

#### TOTAL

\$1,800.00

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

#### \*\*\* Load Confirmation \*\*\*

Page 0353055 1

K						* Load Confirm	nat
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					our PWL conta		12
		WORI	LDWIDE LO		rent (ext 546), ( 63-439-7691	Chris (ext 547), Ashley	(ex
						arceworldwide.com	
					-863-236-3111	(fax)	
Carrier:	BRZ				Contact:	Shawn	
Gainei.	BURB	ANK	IL 60459		Phone:	708-852-5655	
Date:	03/20/				Fax:		
Qualeu	Orde		055		Commoditu		
Order	Orde Miles				Commodity: Weight:	DRY VAN 43654.0	
	Temp				Trailer:	VAN OR REEFER	
	PO#	,. 5128	34		Reference:	Witt Off HEEP Eff	
	10 0.0000	10 10 10 10 10 10 10 10 10 10 10 10 10 1					
PU	Stop 1	Name:	GALLOWAY CO		Date:	03/23/2024 0700	
	Pickup	Address:	601 S COMMER	CIAL ST		03/23/2024 1700	
					Contact:		
		Phone:	NEENAH	WI 54956			
	DTES, DAIRY						
SO	Delivery	Address:	375 LISEGA BLV	ORT WAREHOUSE	Date: Contact:	03/25/2024 0700 03/25/2024 1400	
			NEWPORT	TN 37821	Contact.		
		Phone:					
Payment	t	Carrier Fre	ight Pay:	\$1,800.00			
		Total Ca	rier Pay:	\$1,800.00			
Special I	nstruction						
10							
GALLOW	VAY COMP	PANY - PU#	20 TOTES, DAIR	Y LISEGA NEWPO	ORT WAREHOU	SE	
ase Sig	jn: Con	or Smith	L C	Dri	ver Name:		
					ver Cell:		
() Accept					ver Email:		
				Tra	ctor #		

() Decline

Attention:

Chris Baker 863-439-7691 pwldispatch@pearceworldwide.com

Tractor #: Trailer #:



#### TERMS AND CONDITIONS

Carrier's pick up of the shipment acknowledges and constitutes Carrier's acceptance of all terms and conditions herein:

1. CHECK CALLS: All drivers must check call to their Pearce Worldwide Logistics, Inc. ("PWL") broker/agent by 09:00a.m. each morning while under load. A call is required at each status change (Loaded, Picked Up or Delivered at each stop, and Empty). Load count verification is required prior to leaving each stop.

2. NO BROKERING; RATING. To protect against double brokering, an ELD report or Trucker Tools tracking will be required for Carrier. Transportation shall be provided only on equipment owned or leased by, and under the authority of, Carrier. No shipment may be tendered to another carrier, brokered out, sub hauled, interlined, etc. without written consent by PWL. Carrier represents and warrants that Carrier has a "Satisfactory" safety fitness rating as determined by the FMCSA or has not yet been rated by the FMCSA.

3. RATES: Carrier shall bill PWL directly for all services provided unless otherwise agreed to in writing, and Carrier shall have no right or claim against any person or entity other than PWL for charges for services performed. The Carrier rate herein includes all accessorial charges including, but not limited to, stop-off charges, fuel surcharges, loading, unloading, etc. This rate cannot be changed, modified, or supplemented by reference to any other rates, rules, classification, schedule, or tariff. Under no circumstance shall any other rate, penalty, loss of discount, late fees, collection fees, or attorneys' fees apply. In the event that unloading charges are marked on the BOL or Proof of Delivery docs pertaining to this particular rate confirmation, those additional charges will be deducted from Carrier. Carrier may be subject to market fluctuation charges charged by receivers or shippers for late pick up or delivery. Any changes to the rate listed on the confirmation must be approved by a PWL broker/agent and a new Rate Confirmation sheet issued. The new confirmation sheet must accompany the Freight Bill and all other required documents.

4. REFRIGERATED LOADS: The driver is responsible to ensure that the shipper indicates the required temperature on the BOL prior to leaving the shippers location. It is also the Carrier's responsibility to ensure that these temperatures are maintained for the duration of the load.

5. LIABILITY AND INDEMNIFICATION: Carrier assumes the liability of an interstate motor carrier for "actual loss" under 49 U.S.C. § 14706 ("Carmack") as written and in effect as of January 1, 1996. Carrier shall be liable for, and shall defend, indemnify and hold harmless PWL and its customer from and against, all claims, losses, liabilities, fees, penalties, fines and other amounts relating to or arising out of: (a) injury to persons (including injury resulting in death) and damage to property arising out or resulting from the services performed by Carrier; (b) Carrier's performance or non-performance of any of its obligations; (c) Carrier's breach of this agreement; (d) negligence or misconduct of Carrier or any Carrier representative; (e) any claim that Carrier or any Carrier representative is an employee of PWL; and (f) breach by Carrier or any Carrier representative of any applicable law.

COMPLIANCE WITH LAWS: Carrier agrees to deliver freight and adhere to transit times requested herein, in compliance with all applicable laws and regulations, including, without limitation, the hours of service rules of any applicable legal authority. Carrier represents and warrants: (i) all trailers subject to the applicable CARB (California Air Resources Board) Regulation (including both dry-van and refrigerated equipment) it operates and the Heavy-Duty Tractors that haul them within California under this Contract are in compliance with the CARB Heavy-Duty vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations; (ii) it is in compliance with the CARB Regulation to Reduce Emissions of Diesel Particul ate Matter, Oxides of Nitrogen and Other Criteria Pollutants from In-Use Heavy-Duty Diesel-Fueled Vehicles (colloquially known as the Bus and Truck Rules); and (iii) all refrigerated equipment it operates within California under this Contract is in full compliance with the CARB Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) in-use regulations. Carrier shall be liable to PWL, customer, the consignor, and the consignee for any penalties, or any other liability, imposed on, or assumed by said parties due to penalties imposed on PWL, customer, the consignor, or the consignee because of Carrier's use of non-compliant equipment. If you are a California based carrier you are required to be registered on the ARBER system. If you are based outside the State of California, and have not registered with the ARBER system, we strongly urge you to do so in order to avoid any potential rejections at the time of loading, delivery, delays in loading, or in transit. Carrier also represents and warrants: (a) all transportation and handling of food, pharmaceutical, cosmetics, or related products by Carrier shall be conducted in accordance with applicable law and shall be performed under conditions and using equipment that will protect against physical, chemical and microbial contamination and deterioration of such products, including but not limited to sanitation, temperature, and contamination requirements for transporting food, perishable, and other products pursuant to the Food Safety Modernization Act, the Sanitary Food Transportation Act of 2005 and the FDA's Final Rule pertaining to Sanitary Transportation of Human and Animal Food (the "Food Safety Laws"); (b) Carrier shall comply with all handling instructions communicated to Carrier by PWL or its customer, as well as all applicable government guidelines regarding transportation and/or handling of food products, cosmetics, and pharmaceuticals, and associated record-keeping requirements; (c) Carrier shall be responsible for all "Transportation Equipment" as defined in regulations of the FDA and other applicable laws and regulations, all of which shall be dry, leakproof, and free of harmful or offensive odor and from any contamination or infestation and will not have otherwise been or will be used for the transportation of any commodity that might adulterate or contaminate food, food products, pharmaceuticals, or cosmetics.

7. NO BROKER CONTROL: PWL and Carrier shall, at all times, be independent contractors. Carrier shall not act as an agent or employee of PWL, and PWL does not exercise or retain any control or supervision over Carrier, its operations, equipment, agents, drivers, or employees, nor does PWL have any right to do so.

8. ADVANCES: Fees for advances are 3% of the advance amount. Should your advance exceed 40% of the rate quoted, another 5% fee will be charged.

9. PAYMENTS/QUICK PAY: For prompt payment you must include the following: A freight Invoice with the PWL Order/Load number listed on it, a signed rate confirmation sheet that matches the rate on the freight invoice, signed BOL(s), and receipts for any reimbur sable expenses. Receipts must be turned in at the same time as the other required paperwork to be considered for reimbursement. Failure to supply all the required documents can result in a delay of payment. PWL shall not be held liable if the Carrier fails to meet these requirements. Carrier is required to return all the proper documentation to PWL within 72 hours of delivery. Failure to do so may result in a \$50.00 Administrative Fee, plus any fees charged for replacement paperwork. Quick Pay is available by request, on the 7<sup>th</sup> day after receipt of a complete and correct invoice, and at a fee of 3% of the invoice amount, with a \$15.00 minimum fee. A copy of E Logs to confirm the shipment was transported by your company, may be required. If TruckerTools tracking is requested, and cancelled by the carrier, a 3% of line haul penalty will be enforced. In order to receive quick pay you must accept TruckerTools tracking and remain using it for the duration of the load.

10. NO BACK SOLICITATION. Carrier shall not knowingly solicit freight shipments (or accept shipments) from any shipper, consignor, consignee, or other customer of PWL whose shipments were first tendered to Carrier by PWL. In the event Carrier breaches this provision, PWL shall be entitled, for a period of twelve (12) months following delivery of this shipment, to a commission of ten percent (10%) of the gross transport ation revenue (as evidenced by freight bills) received by Carrier for the transportation of said freight as liquidated damages.

All load payment paperwork should be sent to: <u>carrierpay@pearceworldwide.com</u>, faxed to 615-370-0667, or mailed to Pearce Worldwide Logistics, Inc., 5120 Virginia Way, Suite C23, Brentwood, TN 37027.

Ship note: 535752

### Ship Run: 481420 Warehouse: GC

#### **Galloway Company**

601 S. Commercial St. Neenah, WI 54956-

## Uniform Straight Bill of Lading (& Packing Slip)

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.

Carrier ID: Pearce Worldwide Logistics.

Phone:

Fax:

## Consign to Lisega Newport Warehouse 375 Lisega BLVD Newport, TN 37821-US

Customer Number: 10174 Ship-to-Address: 7 Customer Phone: (865) 436-6995 Customer PO: PO6195969571-2

Scheduled Ship: 3/23/24 12:00 am

#### Order Number: 512834

Printed: 03/21/2024 14:20:35 Page 1 of 2 gal\_rsi\_so\_bol\_print2 rpt

Subject to Section 7 of Conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges.

Freight charges are prepaid unless marked collect.

Received \$\_\_\_\_\_to apply in prepayment of the charges on the property described herein. Prepay & Add

Delivery: 3/25/24 12:00 am

The property described below, in apparent good order, except as noted, (contents and condition of contents of packages unknown) marked, consigned, and destined as shown below, which said carrier agrees to carry to destination, if on its route, or otherwise to deliver to another carrier on the route to destination. Every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained which are hereby agreed to by the shipper and accepted for himself and his assigns.

FOODS	STUFF	FOODSTUFF	FOODSTUFF	
Item	Description	Lot Number	Ship Qty	UOM
121-6537TSF2300	Whiskey Cream Liqueur Base	317310-019	2,303.00	LBS
	Tote Standing Fiber 2300		1.00	Tote
	Preferred shipping April to Octobe	er 317310-020	2,304.00	LBS
	- maintain 45 degrees to 75 degrees F; November to March -		1.00	Tote
	no refrigeration required unless	317310-021	2,302.00	LBS
	specified by customer. Do not have with frozen product.	ul	1.00	Tote
		317310-022	2,303.00	LBS
			1.00	Tote
		317310-023	2,305.00	LBS
			1.00	Tote
		317310-024	2,302.00	LBS

1.00 Tote 317310-025 2,306.00 LBS 1.00 Tote 317310-026 2,304.00 LBS 1.00 Tote 317310-027 2,300.00 LBS 1.00 Tote 2,303.00 LBS 317310-028 1.00 Tote LBS 317310-029 2,300.00 1.00 Tote

Ship note: 535752		Galloway			der Number: 51283
Ship Run: 481420 Warehouse: GC		601 S. Commercial St. Neenah, WI 54956-			03/21/2024 14:20:3 Page 2 of
					gal_rsi_so_bol_print2.
			317310-030	2,300.00	LBS
				1.00	Tote
			317310-031	2,303.00	LBS
				1.00	Tote
			317310-032	2,305.00	LBS
				1.00	Tote
			317310-033	2,300.00	LBS
				1.00	Tote
			317310-034	2,304.00	LBS
			517510 051	1.00	Tote
			317310-035	2,300.00	LBS
			517510-055	1.00	Tote
			317310-036	2,303.00	LBS
			517510-050	1.00	Tote
NON-STOCK	Empty Caged Plastic	Tote		1.00	Tote
			Net Wgt: 140 LBS		
NON-STOCK	Empty Caged Plastic	Tote		1.00	Tote
			Net Wgt: 140 LBS		
	•				
					· • •
Seal Numbers: Seals ve	erified by: <u>AB4</u>				
Pallets:	18				
Gross Wgt:	43,337 LBS	19,657	KG		
Tare Wgt:	1,890 LBS	857	KG		
Net Wgt:	41,447 LBS	18,800	KG		
					~

If refrigerated, what is the set point?



Ship note: 535752

Universited

Ship Run: 481420 Warehouse: GC

# Galloway Company

601 S. Commercial St. Neenah, WI 54956-

## Uniform Straight Bill of Lading (& Packing Slip)

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.

### Carrier ID: Pearce Worldwide Logistics

Phone:

Fax:

Consign to

Lisega Newport Warehouse 375 Lisega BLVD Newport, TN 37821-US

Customer Number: 10174 Ship-to-Address: 7 Customer Phone: (865) 436-6995 Customer PO: PO6195969571-2

Scheduled Ship: 3/23/24 12:00 am

#### Order Number: 512834

Printed: 03/21/2024 14:20:35 Page 1 of 2 gal\_rsi\_so\_bol\_print2 rpt

Subject to Section 7 of Conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges.

Freight charges are prepaid unless marked collect.

Received \$\_\_\_\_\_to apply in prepayment of the charges on the property described herein.

Prepay & Add

destined as shown below, which said carrier agrees to chall be s	s noted, (contents and condition of contents of packages lestination, if on its route, or otherwise to deliver to anot	unknown) marked, consigned, and her carrier on the route to				
contained which are hereby agreed to by the shipper and accept	The property described below, in apparent good order, except as noted, (contents and condition of contents of packages unknown) marked, consigned, and destined as shown below, which said carrier agrees to carry to destination, if on its route, or otherwise to deliver to another carrier on the route to destination. Every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained which are hereby agreed to by the shipper and accepted for himself and his assigns.					
FOODSTUFF	FOODSTUFF	FOODSTUFF				
<b>E</b> second the second sec	Lot Number	Ship Qty	UOM			
Item Description 121-6537TSF2300 Whiskey Cream Liqu Tote Standing Fiber		2,303.00 1.00 T	LBS ote			
Preferred shipping Apr - maintain 45 degrees degrees F; November	to 75	2,304.00 1.00 T	LBS ote			
no refrigeration require specified by customer. with frozen product.	ed unless 317310-021	2,302.00 1.00 To	LBS ote			
mi 1 Michals	• 317310-022	2,303.00 1.00 Te	LBS ote			
Mahl nill	317310-023	2,305.00 1.00 To	LBS ote			
3-25-24	317310-024	2,302.00 1.00 To	LBS ote			
	317310-025	2,306.00 1.00 To	LBS			
	317310-026	2,304.00 1.00 To	LBS			
	317310-027	2,300.00 1.00 To	LBS			
	317310-028	2,303.00 1.00 To	LBS			
	317310-029	2,300.00 1.00 To	LBS			

Ship note: 535752	Gallo	way Company	0	rder Number: 512834		
Ship Run: 481420 Warehouse: GC		601 S. Commercial St. Neenah, WI 54956-		Printed: 03/21/2024 14:20:35 Page 2 of 2 gal_rsi_so_bol_print2.rpt		
		317310-030	2,300.00	LBS		
		317310-031	1.00 2,303.00 1.00	Tote LBS Tote		
		317310-032	2,305.00 1.00	LBS Tote		
		317310-033	2,300.00 1.00	LBS Tote		
		317310-034	2,304.00 1.00	LBS Tote		
		317310-035	2,300.00 1.00	LBS Tote		
		317310-036	2,303.00 1.00	LBS Tote		
NON-STOCK	Empty Caged Plastic Tote	Net Wgt: 140 LBS	1.00	Tote		
NON-STOCK	Empty Caged Plastic Tote	Net Wgt: 140 LBS	1.00	Tote		
Seal Numbers: Seals ver	0219318 ified by: <u>AB4</u>					
Pallets:	18					
Gross Wgt:	43,337 LBS 19,6					
Tare Wgt:	1,000 200	57 KG				

Net Wgt: 41,447 LBS

18,800 KG

Loaded by:	AR4	
Carrier:	-1-	

3/2,3 Date:

Driver: