

**Bill to:**

AXLE LOGISTICS, INC  
520 W SUMMIT HILL DRIVE ,  
Knoxville,  
TN,  
37902

Invoice Date: 03/29/2024

Invoice #: 1639826

Terms: NET 30

Due Date: 04/29/2024

| Date       | Customer Ref # | Origin - Destination   | Quantity | Rate       | Amount     |
|------------|----------------|--|----------|------------|------------|
| 03/27/2024 |                | 9300 Sprowl Springs, Houston, TX 77017 - 1301 Distribution Drive, Carlisle, PA 17013 |          |            |            |
|            |                |  | 1        | \$3,250.00 | \$3,250.00 |

| TOTAL      |
|------------|
| \$3,250.00 |

**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**

# Axle Logistics

## Rate Confirmation Agreement

Lumper WILL NOT be paid without preapproval.

\*\*\*No double brokering allowed\*\*\*

Double brokering without prior written authorization will result in forfeiture of payment by Axle to Carrier.

Carrier agrees that it has or will implement tracking technology from pickup to delivery to fit shipper's criteria.

\*\* Carrier's dispatch team agrees to contact Axle's offices upon discovery of any overages, shortages, or damaged product to report discrepancy before leaving the customer's premises.\*\*

**\*\*Axle requests that Carrier name "Axle Logistics, LLC" as an ADDITIONAL INSURED on Carrier's Auto Liability policy\*\***

Payment of undisputed freight charges requires:

- Current Certificates of insurance (auto liability, cargo, and worker's comp).
- Carrier authority, signed Axle Logistics Broker-Carrier Agreement, W-9 information, signed Axle Logistics load confirmation, signed BOL and carrier invoice.
- Documents must be submitted to:
  - o Email to: [invoices@axlelogistics.com](mailto:invoices@axlelogistics.com)
  - o Fax to: 866-534-6005
  - o Mail to: Axle Logistics, LLC 835 N Central St, Knoxville, TN 37917

This Rate Confirmation is deemed accepted by Carrier unless it is rejected within 4 hours of receipt. Notwithstanding the foregoing, receipt of shipment by Carrier constitutes acceptance of and agreement to the terms of this Rate Confirmation.

Any communications regarding this load must be addressed to Axle Logistics' offices and not to its customer.

All charges are included in this Rate Confirmation. No additional charges or fees will be paid.

Detention will be paid ONLY if Axle Logistics is notified ONE HOUR PRIOR to detention occurring and times are clearly marked on BOL's. Axle Logistics Detention Rate: \$30.00 an hour after 2 hours MAX 5 hours to be paid. Detention will not be paid if late/missed appointment occurs. Axle Logistics will not pay detention or layover fees for weather related delays.

To the extent a customer maintains the right to and does impose late fees for missed/late pickups/deliveries, such fines are the responsibility of Carrier. Carrier agrees to the attached requirements from the shipper, if any. If there is any discrepancy between the bill of lading and/or any shipping instructions and the cargo actually tendered (especially for temperature controlled cargo), Carrier shall instruct its driver to contact Axle's offices for further instruction from the shipper. Notwithstanding the foregoing, Carrier agrees that it has the ultimate responsibility to safely and securely load all freight in accordance with all applicable law.

**Fuel Advance Option:** Fuel Advances will only be issued to the contact information for Carrier listed with the FMCSA and Carrier must have elected that it allows fuel advances. Carriers are eligible for 40% of agreed upon rate and no more than \$600.00 a day.

There will be a 4% fee for all advances given including lumpers. **Quick Pay Option:** Quick Pay must be submitted to [quickpay@axlelogistics.com](mailto:quickpay@axlelogistics.com) and will be paid within 2 business days after receipt of all required documents via ACH. Carriers who utilize Axle Logistics' Quick Pay option must be enrolled in Axle Logistics' Quick Pay program. \*There will be a 4% fee for all Quick Pays given.

Carrier is exclusively responsible for following all federal, state, and provincial safety and Hours of Service guidelines to legally and safely transport shipments tendered by Axle Logistics. By accepting this Rate Confirmation, Carrier warrants and agrees that it will follow all rules and regulations concerning its choice of driver(s), including assigning a driver who can perform the transportation services without violating the Hours of Service or Drivers Regulations contained in 49 CFR 395 applicable at the time of acceptance of the shipment. Any property damage or bodily injury that occurs during the course of transit is the exclusive responsibility of Carrier, who is an independent contractor and not an agent or affiliate of Axle Logistics. Freight must not be trans-loaded without prior written approval or payment may be forfeited by Carrier. This Rate Confirmation incorporates the terms and conditions of the Broker-Carrier Agreement signed by Axle Logistics and Carrier or, if the Broker-Carrier Agreement has not been signed by Axle Logistics and Carrier, then the terms and conditions of Axle Logistics' standard Broker-Carrier Agreement that may be found by registering at <https://gohighway.com/go/axle-logistics>. In the event of a conflict between this Rate Confirmation and any Broker-Carrier Agreement between Axle Logistics and Carrier, this Rate Confirmation shall govern as to the provisions in conflict. Carrier understands and agrees that, for shipments sealed at origin or after each additional pickup/drop, the lack of a seal or any seal irregularities noted at destination shall be sufficient to render the shipment unsafe and a total loss, without the need for inspection, at the discretion of the shipper or consignee. Carrier acknowledges that any routing instructions from the shipper are provided for convenience only and that Carrier is solely responsible for choosing the route. Carrier has exclusive responsibility for all cargo tendered hereunder from the time of loading until delivery to the consignee evidenced by a signed delivery receipt.

Axle Logistics, LLC  
835 N. Central Street  
Knoxville, TN 37917  
865-223-6603  
[www.axlelogistics.com](http://www.axlelogistics.com)

AXLE LOGISTICS, LLC  
835 N. Central Street



Page 1

Knoxville, TN 37917  
Dispatcher Nicholas Carsh

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

1639826

Phone: (865) 562-3507 Fax: (866) 431-5399 Email: nicholas.carsh@axlelogistics.com

|                 |                  |                 |                |
|-----------------|------------------|-----------------|----------------|
| <b>Carrier:</b> | Royal3 Inc       | <b>Contact:</b> | Mike Zivanovic |
|                 | Lombard IL 60148 | <b>Phone:</b>   | (630) 485-7370 |
| <b>Date:</b>    | 03/27/2024       | <b>Fax:</b>     | (630) 485-6980 |

|              |                       |                   |                            |
|--------------|-----------------------|-------------------|----------------------------|
| <b>Order</b> | <b>Order:</b> 1639826 | <b>Commodity:</b> | Canned / Bottled Beverages |
|              | <b>Miles:</b> 1442.0  | <b>Weight:</b>    | 44348.0                    |
|              | <b>Temp:</b>          | <b>Trailer:</b>   | Van (DAT)                  |
|              | <b>BOL:</b> 68999995  | <b>Reference:</b> | 7614630132                 |

|             |                          |                                  |                      |                             |
|-------------|--------------------------|----------------------------------|----------------------|-----------------------------|
| <b>PU 1</b> | <b>Name:</b>             | Pepsi Bottling - PBC497 GATORADE | <b>Date:</b>         | 03/27/2024 1000             |
|             | <b>Address:</b>          | 9300 Laporte Freeway             |                      | 03/27/2024 1000             |
|             |                          | HOUSTON TX 77017                 | <b>Contact:</b>      |                             |
|             | <b>Phone:</b>            |                                  | <b>Drvr Ld/Unld:</b> | No driver loading or unload |
|             | <b>Reference number:</b> | KR 68999995                      |                      |                             |
|             | <b>Reference number:</b> | PU 7614630132                    |                      |                             |
|             | <b>Reference number:</b> | ZZ A                             |                      |                             |

|             |                          |                                |                      |                             |
|-------------|--------------------------|--------------------------------|----------------------|-----------------------------|
| <b>SO 2</b> | <b>Name:</b>             | PCNA - Carlisle Service Center | <b>Date:</b>         | 03/29/2024 1500             |
|             | <b>Address:</b>          | 1301 Distribution Drive        |                      | 03/29/2024 1500             |
|             |                          | CARLISLE PA 17013              | <b>Contact:</b>      |                             |
|             | <b>Phone:</b>            |                                | <b>Drvr Ld/Unld:</b> | No driver loading or unload |
|             | <b>Reference number:</b> | PU 7614630132                  |                      |                             |

|                |                             |            |
|----------------|-----------------------------|------------|
| <b>Payment</b> | <b>Carrier Freight Pay:</b> | \$3,250.00 |
|----------------|-----------------------------|------------|



Attn: Nicholas Carsh

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**Instructions**

Pepsi Bottling - PBC497 GATORADE - PEPSSSTMO: ===== DISPATCH COMMENT =====

\*\*\*\*\*Carrier and their driver agree to take full responsibility to inspect the load before leaving the shipper to make sure the product is strapped and/or secured properly to prevent damaged or shifted cargo. Please have the driver confirm that the paperwork received matches the provided load number and receiving address location on this rate confirmation; if anything differs please reach out to an Axle Logistics representative immediately.\*\*\*\*\*

\*\*\*\*\*Axle Logistics is not responsible and will not compensate for shifted product or restacking charges, as drivers are given an opportunity to inspect the load for proper securement before departing the shipper.\*\*\*\*\*

\*\*\*\*The seal must never be broken by anyone other than a PepsiCo approved employee from either the shipper or receiver. If the seal is broken, it can result in a full claim of the product and destruction at the cost of the carrier. If seal is broken by law enforcement, it must be documented and signed on the BOL and the officer should provide a new seal and provide the appropriate paperwork and authorization.\*\*\*\*\*

\*\*\*\*If all or part of a shipment is rejected by a receiver, the driver must wait on site until given instruction from an Axle Logistics representative. If there is a situation where the seal has already been broken by the receiver and then the driver is asked to leave the receiving facility, the driver must have the trailer resealed by a PepsiCo approved employee and notify an Axle Logistics representative in writing before they exit. Failure to have the trailer resealed in this event could result in a full claim of the load at the responsibility of the carrier. \*\*\*\*

\*\*\*\*\* To qualify for detention pay, driver is responsible to keep track of in and out time at shipper and/or receiver and must be utilizing the tracking option provided by Axle Logistics for the full duration of the shipment. Driver must be checked in by an employee at the shipper by or before the appointment time on the rate confirmation if one applies. Drivers waiting in line to check-in will not be counted on-time for pick up, only from the time they arrive to the gate. \*\*\*\*\*



*Mike Zivanovic*

Fernandez  
(571) 223-8045

736  
W94929



☒ Accept

☐ Decline

Attn: Nicholas Carsh

## BILL OF LADING



BOL #: 497Q0537430

Order ID: 7614630132

Customer PO: 7614630132

From: 497 Houston, TX Plant  
9300 Laporte Freeway

Houston US 77017

Ship Date: 03/27/2024 17:38

To: 999 QTGCA

1301 DISTRIBUTION DRIVE

CARLISLE PA 17013-7457

Arrival Date: 03/30/2024 00:00

| Item         | Description                    | Ship    |         | UOM | Pallet Weight | Extended Weight | Comment |
|--------------|--------------------------------|---------|---------|-----|---------------|-----------------|---------|
|              |                                | Pallets | Qty     |     |               |                 |         |
| 323367       | 16.9OZ PLPK12/1 PRPL WTMLN MFG | 21.0    | 3,024   | CS  | 2,045         | 42,941          |         |
|              |                                | 21.0    | 3024    |     |               | 42,941          |         |
|              | pallet-wood-chep ( #90197 ):   |         | 21      |     |               | 1,449           |         |
|              |                                |         |         |     | Total:        | 44,390          |         |
| Grand Total: |                                | 21.0    | 3,045.0 |     |               | 44,390          |         |

BOL Comment: Trailer# 94929 (AXLL) 16.9OZPLPK12/1 PROWMLN (21 pallets) 3,024 cs

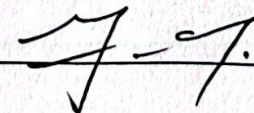
Carrier: Common Carrier

Trailer #: UNKNOWN Seal #: 00048569

Loaded By: VPICK

Checked By: 

Driver Name: UNASSIGNED

Driver Signature: 

Received By: \_\_\_\_\_

The property described above has been accepted on the date hereof in apparent good order (except as noted)  
for carriage subject to individually determined rates or contracts agreed to between the carrier and shipper.

\* CRITICAL ITEM

Print Date: 03/27/2024 16:50



BILL OF LADING

(S21)



BOL #: 497Q0537430

Order ID: 7614630132  
Customer PO: 7614630132

From: 497 Houston, TX Plant  
9300 Laporte Freeway  
Houston US 77017  
Ship Date: 03/27/2024 17:38

To: 999 QTGCA  
1301 DISTRIBUTION DRIVE  
CARLISLE PA 17013-7457  
Arrival Date: 03/30/2024 00:00

Seal Intact  
upon arrival at Pepsi  
No  
Circle appropriate selection upon inspection  
Date 3-29 Time 1612 mw

| Item         | Description                    | Ship    |         | UOM | Pallet Weight | Extended Weight | Comment |
|--------------|--------------------------------|---------|---------|-----|---------------|-----------------|---------|
|              |                                | Pallets | Qty     |     |               |                 |         |
| 323367       | 16.9OZ PLPK12/1 PRPL WTMLN MFG | 21.0    | 3,024   | CS  | 2,045         | 42,941          |         |
|              |                                | 21.0    | 3024    |     |               | 42,941          |         |
|              | pallet-wood-chep ( #90197 ):   |         | 21      |     |               | 1,449           |         |
|              |                                |         |         |     | Total:        | 44,390          |         |
| Grand Total: |                                | 21.0    | 3,045.0 |     |               | 44,390          |         |

BOL Comment: Trailer# 94929 (AXLL) 16.9OZPLPK12/1 PROWMLN (21 pallets) 3,024 cs

Carrier: Common Carrier

Trailer #: UNKNOWN Seal #: 00048569

Loaded By: VPICK

Checked By: [Signature]

Driver Name: UNASSIGNED

Driver Signature: [Signature]

Received By: [Signature]

The property described above has been accepted on the date hereof in apparent good order (except as noted) for carriage subject to individually determined rates or contracts agreed to between the carrier and shipper.

\* CRITICAL ITEM

Print Date: 03/27/2024 16:50