

**Bill to:**

ITF LOGISTICS GROUP LLC  
1000 FAIRGROUNDS RD SUITE 201,  
Saint Charles,  
MO,  
63301

Invoice Date: 04/10/2024

Invoice #: TR-0000308588-01

Terms: NET 30

Due Date: 05/10/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
04/09/2024		2849 RIVER RD, Council Bluffs, IA 51501 - 2120 Sterlington Fwy, Sanger, TX 76266			
			1	\$1,250.00	\$1,250.00

TOTAL
\$1,200.00

**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**



## Carrier Rate Confirmation

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**Load** TR-0000308588-01

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**Bill To** ITF LOGISTICS GROUP LLC (MC 122311)  
11990 Missouri Bottom Road  
Hazelwood, MO 63042

**Phone** (877) 477-9677  
**Email** accounting@itfgroup.com

<b>Carrier</b>	Royal3 Inc	<b>Driver Name</b>		<b>Truck</b>	
<b>Phone</b>	(630) 485-7370	<b>Driver Id</b>		<b>Trailer</b>	
<b>MC#</b>	944686	<b>Cell Phone</b>		<b>Team required</b>	No
		<b>Equipment</b>	53Van	<b>Hazmat</b>	No
		<b>Pre-cool temp/mode</b>	NA/NA	<b>Shipment miles</b>	602.9

### Pickup

**Company** WARREN DISTRIBUTION  
**Address** 2849 RIVER RD  
**City, State, Zip** Council Bluffs, IA 51501  
**Phone** (712) 435-6411

### Appointment

4/9/2024 16:00 - Set

Goods	Description	Weight	Volume	Units	Pallets
Retail	Palletized Retail Freight	10,285.0	0.0	591	0
Retail	Palletized Retail Freight	31,209.0	0.0	1064	0
<b>Total</b>		41,494.0	0.0	1655	0

### Driver Note

Closed Saturday and Sunday

### Delivery

**Company** Walmart DC 6068  
**Address** 2120 Stemmons Fwy  
**City, State, Zip** Sanger, TX 76266  
**Phone** (940) 458-6100

### Appointment

4/10/2024 06:00 - Set

CDD: 04/10

Goods	Description	Weight	Volume	Units	Pallets
Retail	Palletized Retail Freight	10,285.0	0.0	591	0
Retail	Palletized Retail Freight	31,209.0	0.0	1064	0
<b>Total</b>		41,494.0	0.0	1655	0

Pay Type	Description	Quantity	Rate	Amount
Accept Tracking	On time Pick up and Delivery. If not tracking on Macropoint 4 hours before pickup load will be cancelled without TONU!	1	\$200.0000	\$200.00
LineHaul	\$200 Fine if POD is not sent within 24h after delivery	1	\$1,050.0000	\$1,050.00
<b>Total Agreed to Charges</b>				<b>\$1,250.00</b>



**Load TR-0000308588-01**

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## Terms and Conditions:

(1) Accessorial Charges: The Rates and Charges detailed herein are the only Rates and Charges applicable to this load, and include all Accessorial Charges (i.e. stop pay, loading/unloading, fuel surcharge, etc.). Only original receipts from official companies providing Accessorial services, bulkheads, or pallets will be accepted and reimbursed. Driver loading and/or unloading shall not be reimbursed. Carrier will only be reimbursed for Accessorial Charges if it [a] provides written notice to Broker at the time such Accessorial Charge is incurred and [b] submits an original receipt from the official company providing the necessary and applicable Accessorial services, bulkheads, and/or pallets with the Carrier's invoice and all other required billing documents. (2) Payment and Billing Documents: In accordance with the Broker-Motor Carrier Agreement ("BMCA"), payment by Broker will be made within thirty (30) days of receipt by Broker of Carrier's Billing Documents. All payments made via EFS Check, including those for advances, are subject to a \$10.00 EFS Check charge. Required Billing Documents include [a] the executed Rate Confirmation, [b] signed BOL's, [c] Carrier's invoice, [d] applicable Accessorial receipts, and [d] all other shipping documents required by Broker to secure payment from its Customers. (3) Detention: Carrier shall have a 3-hour window (free time) from its scheduled appointment to be loaded/unloaded. In order to be eligible for detention, Carrier must arrive on time for the appointment (at or before the beginning of the appointment time listed herein) and immediately notify Broker in writing if it is not loaded/unloaded within 1 hour after the appointment time. Carrier may then be eligible for possible detention beginning 2 hours after Broker is notified via email. The rate of any detention to be paid is \$25/hour up to an absolute maximum total rate of \$150/day. Unless Carrier is otherwise able to establish arrival and departure times in accordance and in compliance with the terms of the Freight Visibility section, no detention shall be paid to Carrier unless the shipper and/or receiver, as applicable, legibly stamps or documents Carrier's arrival and departure times on the BOL's. Further, no detention shall be paid to Carrier when Carrier fails to comply with the terms and conditions of the Freight Visibility section below. Carrier shall not be eligible for detention at FCFS facilities or on Appointments where FCFS is indicated on this Rate Confirmation. Layover charges shall not apply. Carrier shall indemnify and hold Broker harmless for any and all Customer charges imposed for Carrier's late arrival to an Appointment, except and to the extent such late arrival was caused by Broker. (4) Advances: Advances are subject to the sole and absolute discretion of Broker and no advances will be issued unless negotiated prior to this Rate Confirmation. In addition to any other applicable charges, all advances issued will be subject to a charge equal to 3% of the advanced amount. (5) Indemnification: In accordance with the BMCA, Carrier agrees to defend, indemnify, and hold Broker and the Customers harmless from any and all direct and/or indirect loss, liability, damage, delay, expense, cost, including reasonable attorneys' fees, fines, actions and claims for injury to persons (including death) and for damage to property arising out of or in connection with Carrier's actions. Further, Broker reserves the right to withhold, offset, or deduct from any amount due to Carrier for claims or pending claims owed by Carrier. (6) Double Brokering: ABSOLUTELY NO DOUBLE BROKERING IS PERMITTED. (7) BMCA: The terms and conditions set forth in the BMCA, whether or not executed by Carrier, are incorporated by reference into this Rate Confirmation and proprietary information subject to the Confidentiality provision of the BMCA shall include any and all records and information reviewed under Section 371.3 of Chapter 49 of the Code of Federal Regulations. By executing this Rate Confirmation or by actual acceptance of the tendered load, the Carrier hereby confirms and acknowledges that Carrier remains fully subject to all such terms and conditions when performing services with respect to this load. No modifications or amendments to this Rate Confirmation shall be binding against Broker unless initialed and signed by an authorized representative of Broker. If any terms of the BMCA are found to be inconsistent with any terms in this Rate Confirmation, the terms of this Rate Confirmation shall prevail. (8) Trailer Leasing Agreement: In the event Carrier has executed a Trailer Leasing Agreement with or is otherwise leasing trailer equipment from Sky Lease, LLC or ITF, LLC for the use of such equipment to transport this load, the terms and conditions set forth in the Trailer Leasing Agreement, whether or not executed by Carrier, are incorporated by reference into this Rate Confirmation. In addition to any other rates or charges detailed herein or in the Trailer Leasing Agreement, Carrier shall pay to Broker and/or allow Broker to deduct from the amount Broker owes Carrier, the sum of \$200.00 for such use of the trailer equipment on this load. (9) Product Count, Securement, & Commodity: Carrier is responsible for securing the product and for the case, pallet and/or product count (as applicable) as evidenced on this Rate Confirmation and each applicable BOL. Carrier shall call Broker and make appropriate notations prior to signing the BOL or leaving the shipping facility in the event Carrier is not allowed on the shipping dock to witness loading and is unable to secure the product, verify case, pallet and/or product count, or determine specific product/commodity type(s). By signing the BOL and/or failing to notate any shortage or damage on the BOL (with shipper's written confirmation), Carrier attests that it received all products listed on the BOL in good condition and that the product is properly secured. Upon delivery or attempted delivery, Carrier shall immediately communicate any and all product overage or other undelivered or rejected product to Broker and must await Broker's instructions regarding the disposition of such product. Regardless of whether this or any subsequent Rate Confirmation includes any charge item or amount related to the disposition of such product, Carrier, at its sole cost and expense, shall be responsible for the return, redelivery, destruction, disposal, or donation of such product in accordance with Broker's instructions. Further, Carrier, at its sole cost and expense, shall be liable for those additional or replacement transport costs incurred by Broker or its Customer as a result of Carrier's failure to pickup, transport, and delivery any full or partial PO/BOL/Pickup listed herein. (10) Carrier Updates: Broker's Customer requires that Carrier provide to Broker status and location updates for this load, at the following times: [a] at loading, [b] at delivery, and [c] at least once a day during transport. (11) Reefer Temperature: Always refer to BOL for the required reefer temperature. Such stated temperature on the BOL is to be continuously maintained until all freight transported hereunder has been offloaded at the applicable destination(s). As the temperature is to be continuously maintained, at no time during transit of this load shall Carrier run its reefer on cycle mode. If no temperature is stated on the BOL or conflicting temperatures are given in a single or multiple documents, Carrier shall obtain written confirmation of the correct temperature from the shipper and immediately notify and advise Broker in writing of such temperature for verification. (12) Weight: Carrier acknowledges and agrees that any and all weights listed herein are estimates only, provided as of the date of this Confirmation, and that Broker shall not be responsible for any additional rates or charges resulting from the difference between the weight listed in this Confirmation and the greater actual weight shipped. It is Carrier's sole responsibility to abide by, adhere to, and ensure compliance with any and all applicable laws, regulations, and restrictions related to vehicle weight, include all local, state and federal axle and gross vehicle weight restrictions. Carrier acknowledges and agrees that it is solely responsible for the payment of any and all charges, fines, tickets, or other expenses arising out of otherwise related such violations, and neither Broker nor any applicable shipper shall have any liability for such charges, fines, tickets or other expenses. (13) Directions: Any directions provided by Broker or its Customers, whether orally or in writing, are for informational purposes only. The Carrier shall be solely responsible for the selection of its route and



## Carrier Rate Confirmation

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operating lawfully and safely over any road, highway, bridge and/or route, as well as responsible for any fines, penalties, or citations that are incurred as a result of its operations that are found to be in violation of any regulation, law or ordinance. (14) **Truck Ordered Not Used (TONU)**: In the event the load detailed herein is cancelled or reassigned to another provider, Carrier shall be entitled to receive \$150 as a TONU charge only if (i) the load is cancelled or reassigned less than twelve (12) hours before the first pickup's scheduled appointment time, (ii) more than one (1) hour has passed since Broker received this Confirmation signed by the Carrier, and (iii) the cancellation or reassignment of the load did not arise out of or result from Carrier's actions or inactions (including Carrier delay, equipment breakdown or rejection, Carrier leaving the facility for any reason prior to completing loading, or failure to provide timely status updates or necessary paperwork). In no event will Carrier be entitled to TONU charges if Broker had not received this Confirmation signed by the Carrier prior to the cancellation or reassignment. (15) **Freight Visibility**: In the event Broker's Customer requires or requests Carrier's compliance and/or participation with applications or programs of third-party, freight visibility providers, including MacroPoint and FourKites, by accepting possession of the freight detailed herein or by signing this Confirmation, Carrier hereby consents and agrees to the disclosure by Broker of Carrier's and/or its driver's phone numbers to such Customer and/or freight visibility providers for the sole purpose of tracking the location of the Customer's freight. Further, Carrier hereby consents and agrees that Carrier's driver(s) shall register, participate, and comply with the freight visibility provider's applications or programs throughout transit of this load in accordance with such Customer's instructions as communicated through Broker and/or the freight visibility provider, and that Carrier is solely responsible for the direction and supervision of its drivers and the control of its vehicles. (16) If the load is going to Walmart Facilities, WAL-MART WILL NOT ALLOW or UNLOAD Target, Shnuks, Kroger, Costco, Publix, Meijer, McLane (competitor) trailers. This includes Amazon power-only trailers. If you take a competitor trailer to Wal-Mart, they will refuse to unload and you will be required to take the shipment back to the shipper at your own cost, no payment will be sent to a carrier hauling a competitor trailer. (17) **Trailer Detention Policy**: Trailer detention starts after 72 hours of trailer dwell not including weekends, \$40 per trailer/day up to an absolute maximum of \$400 a month not including weekends. (18) Loads must be delivered at the scheduled appointment time. Drivers cannot deliver early under any circumstances. All deliveries made before or after the appointment date will be subject to a \$200 fine.

BY \_\_\_\_\_  
Carrier Royal3 Inc  
Phone (630) 485-7370 Fax: \_\_\_\_\_

Authorized  
Signature \_\_\_\_\_

BY Muzaffar.A  
Company ITF LOGISTICS GROUP LLC (MC 122311)  
E-mail mike.muzaffar@itfgroup.com  
Phone (877) 477-9677 Fax \_\_\_\_\_







