

**Bill to:**

KING OF FREIGHT
110 South Main St. ,
Wichita,
KS,
67202

Invoice Date: 04/26/2024

Invoice #: 2435485

Terms: NET 30

Due Date: 05/26/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
04/25/2024		18392 200th St, Bloomfield, IA 52537, USA - 39998-39900 269th St, Dimock, SD 57331, USA			
			1	\$1,200.00	\$1,200.00

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**

ATTENTION!

King of Freight will no longer be processing bills or billing related documents via email!

IF ALL OF THE NECESSARY PAPERWORK IS NOT UPLOADED TO KOF's WEBSITE WITHIN 2 BUSINESS DAYS AFTER DELIVERY, RATE MAY BE SUBJECT TO A 25% REDUCTION!

Not receiving the necessary paperwork on-time causes King of Freight to extend larger credit lines and hurts our relationship with the customer, as it delays invoicing.

We have created an upload portal at www.kingsoffreight.com/bol_upload for you to submit BOLs or other related documents.

Unless the Rate Confirmation states otherwise, DO NOT send required documents via e-mail or standard mail, as all bills and/or required paperwork must be submitted through our website or you will not receive payment for this load!

If you have any questions or if you need assistance please contact your broker CHRIS OBANDO:

Business Phone: 316-440-4662

Mobile Phone: 316-925-2265

Office at 316-440-4723 - Press 1 for Accounting or Press 2 for Dispatch

Thank you for doing business with King of Freight!

KING OF FREIGHT THIRD PARTY BROKERAGE

Carrier Rate Confirmation for ZIGI FREIGHT INC DBA: ROYAL3 INC

IMPORTANT! BOL Upload Key:'RI5-97D'

Order #: 2435485	Type of Truck: Van
Carrier: ZIGI FREIGHT INC DBA: ROYAL3 INC	MC #: 944686
Pick Date: 04/25/24	Delivery Date: 04/26/24
Pick Time: 10:00:00 CST	Delivery Time: 08:00:00 CST
PO #: Ethan 4/25	Cost information on signature page
PU #: Ethan 4/25	Term: 30 days after receiving proof of delivery

Weight: 45,000 LBS.

Shipping From Address

Fox River Produce
18392 200th St
BLOOMFIELD, IA 52537
641-722-3037

Shipping To Address

BOL
BOL
ETHAN, SD 57334
BOL

Below is who King of Freight is paying for carrier services (PAYEE):

Compass Funding Solutions
PO Box 205154
Dallas, TX 75320-5154

Shipping Instruction Requirements

*Below is a list of the shipment requirements per load basis provided by our customer to King of Freight. King of Freight is a third party freight brokerage between our customer and the carrier for this shipment. Failure to meet these requirements could result in a penalty.

Full load of fertilizer in tote bags

45,000 lbs

Carrier Agreement Terms and Conditions

1. Carrier agrees it is a motor carrier engaged in the transportation of goods for compensation. Carrier further agrees it is in good standing with state and federal agencies that govern its conduct, it has authority to operate as a motor carrier, it meets all insurance requirements for the shipment, and it is able to safely haul the commodity listed on the product description.
2. Carrier agrees KOF is not a motor carrier, but has provided brokerage services related to the shipment. These services may include selling or otherwise arranging for transportation of the shipment by the Carrier for compensation. Carrier acknowledges that KOF, at no time, will take possession of the shipment or transport it.
3. Carrier agrees that an authorized Carrier representative has read and agrees to the terms of King of Freight's ('KOF') Motor Carrier/Broker Agreement located on KOF's website home page. The link for the Motor Carrier/Broker Agreement can be found on the front page. Scroll down the page to the tabs in the middle and the link for the 'Carrier/Broker Agreement' is below 'Submit BOL *New*'. This Rate Confirmation constitutes an addendum to that Agreement. Unless the Carrier provides KOF with written objections to its terms, prior to accepting shipment, at the earlier of within twenty-four (24) hours of receipt or upon work being initiated, Carrier is deemed to have agreed to the terms in the Carrier/Broker Agreement and in this Rate Confirmation.
4. KOF agrees to pay the rates and charges shown above and no different tariff rate or schedule of rates apply.
5. This rate is contingent upon successful and on-time completion of all load terms presented to Carrier and rate may be subject to reduction if carrier fails to complete any shipment terms and conditions. Rate may be reduced if load picks up or delivers after originally scheduled time and date. Failure to haul the contracted weight may result in a rate deduction. If Carrier cancels a load that has already been tendered, Carrier can be subject to a reduction up to \$250. Failure to adhere to any term or condition may also result in Carrier being reported to online loadboards, such as Internet Truckstop, DATS, etc.
6. Carrier agrees that it will not re-broker, assign, subcontract, or interline shipments without KOF's prior written consent and that if Carrier violates this provision Carrier forfeits its right to be paid for the transportation services in this Rate Confirmation. King of Freight reserves the right to require the Carrier to produce Elogs in cases where re-brokering or subcontracting is suspected in order to be paid for transportation services.
7. Carrier assumes responsibility and is liable for any loss or damage to the shipment or related to or arising out of the transportation of this shipment.
8. Accessorial charges (including but not limited to labor, detention, and/or layover charges) must be authorized and approved prior to or at time of occurrence. KOF will not provide any reimbursement of any non, prior-approved accessorial charges. The Carrier is liable for labor charges, facility charges, crane charges and/or any other loss which is the result of Carrier missing a pickup or delivery appointment time. Carrier shall ensure the bill of lading is notated either when handling is required or when detention occurs, that the Carrier obtains applicable receipts, and that both the bill of lading and receipts are included as supporting documents with the Carrier's invoice. All overage, shortage, and damage must be reported to KOF immediately, at time of occurrence, and noted on the bill of lading.
9. KOF's Customer requires that Carrier provide tracking updates for this shipment, through KOF, around the following events: arrival at and departure from Shipper(s) within thirty (30) minutes of occurrence; a minimum of one check call per day, prior to 10:00am, each day that Carrier is in possession of this shipment; and arrival at and departure from Receiver(s) within thirty (30) minutes of occurrence. Any problems or issues with the shipment must immediately be reported to KOF.
10. If Carrier is able to deliver, but refuses to deliver a shipment by the suggested delivery date and time, Carrier agrees to pay KOF a minimum penalty of \$50 for every hour after the suggested delivery time that the Carrier refuses to deliver the shipment. If the Carrier holds a load in transit hostage and/or demands King of Freight send a new rate confirmation under duress the carrier forfeits its right to be paid for the transportation services in this Rate Confirmation.
11. If there is damage to the cargo or other property, Carrier agrees to promptly assist and comply with all reasonable requests made by KOF and/or its authorized representatives with respect to their investigation of the damage comply with all reasonable claim requests from KOF. In such an instance, Carrier also agrees that KOF may reduce the rate to offset damages. Carrier acknowledges that it is subject to suit for damage or loss to any cargo while the cargo is in Carrier's custody or control. Carrier agrees that any legal proceeding arising out of or in connection with this shipment shall be brought exclusively in the Sedgwick County District Court of Kansas or the United States District Court for the District of Kansas at Wichita, Kansas, and that the laws of the State of Kansas will apply.
12. If any legal action, arbitration, or other proceeding is brought by KOF against Carrier related to or arising out of the transportation of this shipment, the other transportation services provided by Carrier, or to otherwise enforce the provisions of this Agreement, KOF shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action, arbitration, or other proceeding if it shall prevail, in addition to any other relief to which KOF may be entitled. KOF will only be entitled to such attorneys' fees and other costs if the amount of the judgment entered in favor of KOF in such action, arbitration, or other proceeding is in excess of the last tender made by the Carrier prior to the commencement of the action, arbitration, or other proceeding in which the judgment is rendered.
13. Pursuant to the parties Motor Carrier/Broker Agreement, Carrier will provide an amount of active cargo insurance coverage sufficient to cover the loss or damage of any commodities and cargo carried. Carrier's cargo insurance policy must not exclude from coverage any commodities or cargo carried on this order. If Carrier's cargo insurance policy contains a schedule of covered vehicles, Carrier will not transport any cargo on this shipment using a vehicle that is not listed as a scheduled vehicle on Carrier's cargo insurance policy.
14. Carrier authorizes Broker to offset the full amount of any claim with all monies owed to the carrier.
15. In the event that any provision in or obligation under this Agreement shall be deemed invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of other provisions in, or obligations under, this Agreement shall not in any way be affected or impaired thereby.
16. King of Freight does not pay detention, layover, or truck order not used (TONU) fees, but will address with customer on a case-by-case basis.
17. By accepting this load, you consent to the disclosure of your name and revenue data from KOF on the KOF Carrier Loadboard.
18. Failure to abide by any of the terms and conditions in this agreement may result in a deduction or penalty added.

IMPORTANT NOTICE

If your name is not on "PAYEE," you will not get paid for this load. If you are a factoring company and do not see your company name as "PAYEE," please contact KOF for a new rate confirmation. If a rate contract requires original copies, you need to mail the original copies to KOF.

Billing Instructions

*****KOF now has an online billing system in order to invoice us and receive payment*****

1. To receive payment, please submit the Bill of Lading ('BOL') and any other documentation requested on the rate confirmation or by King of Freight ('KOF') (i.e Scale Tickets, Weight Tickets, etc.).
2. The link for 'Submit BOL' can be found on our homepage (www.kingsoffreight.com) by scrolling down to the tabs in the middle of the page.
3. You will first need to enter the order number and then enter the BOL Upload Key found on the Rate Confirmation.
4. Next, attach the BOL and any other required documentation by clicking 'Choose File' and selecting the file. DO NOT Upload this Rate Confirmation with the BOL and Other Documents.
5. Lastly, enter an email address that you would like the acknowledgment of receipt to be sent to, verifying the upload was successful.

ZIGI FREIGHT INC DBA: ROYAL3 INC

Cost: \$1200

Print Name: _____

Signature: Joey Cimbaljevic Date: 4/25/2024

Thank You for doing business with King of Freight! Please Bill Hard Copy to:

**KING OF FREIGHT THIRD PARTY BROKERAGE
P.O. BOX 49170
Wichita, KS 67201**

**Broker: CHRIS OBANDO Business Phone: 316-440-4662 Mobile Phone: 316-925-2265 E-mail: cobando@kingoffreight.com
For Assistance call 316-440-4723 and Press 1 for Accounting or Press 2 for Dispatch**

***You must still submit required paperwork through our website (www.kingsoffreight.com), even if hard copy is mailed to address above.**

Date 4-25-29

King of freight
(Name of Carrier)

TO: Consignee <u>New Elm Spring colony / Rick</u>		FROM: Shipper <u>Fox River Produce</u>	
Street <u>41844 269th ST</u>		Street <u>18392 20th ST</u>	
Destination <u>Ethan, SD 57334</u>		Origin <u>Blomfield, IA 52537</u>	
Route <u>Phone 605-933-1545</u>		Emergency Response Phone No. <u>641-722-3037</u>	Vehicle Number

[illegible]REMIT
C.O.D. TO:
ADDRESS:**COD**

C.O.D. FEE:
PREPAID ☐ \$
COLLECT ☐

TOTAL CHARGES:	\$
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FREIGHT CHARGES:	
FREIGHT PREPAID except when box at right is checked	Check box if charges <input type="checkbox"/> are to be collect

NOTICE: Freight moving under this Bill of Lading is subject to the classifications and lawfully filed tariffs in effect on the date of this Bill of Lading. This notice supersedes and negates any claimed, alleged or asserted oral or written contract, promise, representation or understanding between the parties with respect to this freight, except to the extent of any written contract which establishes lawful contract carriage and is signed by authorized representatives of both parties to the contract.

DATE _____

STRAIGHT BILL OF LADING

ORIGINAL - NOT NEGOTIABLE

Shipper No. _____

Carrier No. _____

Date 4-25-24

King of freight
(Name of Carrier)

(Name of Carrier)

[illegible]

When transporting hazardous materials include the technical or chemical name for n.o.s. (not otherwise specified) or generic description of material with appropriate UN or NA number as defined in US DOT Emergency Communication Standard (HM-126C). Provide emergency response phone number in case of incident or accident in box above.

REMIT C.O.D. TO: ADDRESS:		COD		C.O.D. FEE: PREPAID <input type="checkbox"/> \$ COLLECT <input type="checkbox"/> \$	
NOTE — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding		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.		Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.	
\$ _____ per _____		_____ Signature		_____ (Signature of Consignor)	
				TOTAL CHARGES: \$	
				FREIGHT CHARGES: FREIGHT PREPAID except when box at right is checked <input type="checkbox"/> Check box if charges are to be collect <input type="checkbox"/>	

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the Bill of Lading terms

and conditions in the governing classification on the date of shipment.

Shipper hereby certifies that he is familiar with all the Bill of Lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

NOTICE: Freight moving under this Bill of Lading is subject to the classifications and lawfully filed tariffs in effect on the date of this Bill of Lading. This notice supersedes and negates any claimed, alleged or asserted oral or written contract, promise, representation or understanding between the parties with respect to this freight, except to the extent of any written contract which establishes lawful contract carriage and is signed by authorized representatives of both parties to the contract.

SHIPPER	Daniel A. Gode	CARRIER	Myan
PER	Shon Rhee Produce	PER	
		DATE	4-26-24